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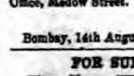

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Shops supplied with cut lengths, good white Shirts, with linen fronts, 25 per dozen.		
Shirt Collars, 6 per dozen.		
Merino Vests and Pantaloons very cheap.		
Drab felt Hats	Rs.	5
Superfine Black Hats		8
Balmoral Caps, Sicilian, Oxonian, Sardinian, Hungarian and every description of Fancy Hats at very moderate prices.		
English and French made Boots and Shoes.		
Umbrellas	Rs.	1 8
Overland Trunks		14 0
Railway Rugs		6 8
Perfumery, various.		
The best make in Hosiery Socks		5 0
Neck-ties, Braces, Money Bags, Swimming Belts &c. &c., Waterproof Clothing.—*Terms Cash.*		

W. H. WALKER & Co.,

IRONMONGERS, CUTLERS, BRASSFOUNDERS AND GENERAL DEALERS, Corner of Church Street, Fort.—Rely on their customers not to hesitate in sending orders for *anything* required.

JUST UNPACKED.

MAGNIFICENT HANGING LAMPS with Opal Shades soft to the eye as the milky way, tempering the wrathful glare of an Arabian sun. These are selling as fast as they are unpacked. Warranted to please and delight. Answer well for Billiard Tables.
GALVANIZED WROUGHT IRON PIPING, ½ to 2 inch.
LAMBERT'S STOP, BIB and BALL COCKS, ½ to 1½ inch.
BLISTER STEEL, Warranted, Rs. 14 per cwt.
VICES, SMITH'S BENCH VICES, 4 INCH to 7 INCH.
SMITH'S ANVILS and HAMMERS, SWAGE ANVILS.
PILLARD DRILLING MACHINES. JIM CROWS.
PUMPS. Double Action, LIFT and FORCE combined. Garden Engines with Vulcanized India Rubber Hose.
RATCHET BRACES, CALLIPERS, LATHE CARRIERS.
COIR MATTING in ROLLS, 60 feet by 8 feet—Rs. 12-8.
BICKFORD'S WET and DRY FUZE.
HAND DRIVING WHEELS for Lathes, Saws, &c. Two 8-Inch Lathes fit for Heavy Work.
HINGES, IRON with Screw-bolt Staples for Cotton Mills, Godowns, or Factories. They are English made of all sizes.
FOUR 8-ton TRAVELLING CRANES.

Price Lists and Estimates forwarded on applications.

PORTLAND CEMENT, just landed, 3½ Bushel Casks. Rs. 12.
ROPE MANILLA and TARRED, FROST'S Patent. This Rope is, weight for weight, stronger than Wire Rope Blocks to Match.

W. H. WALKER & Co.

To the Shareholders of the Bombay Steam Navigation Company.

THE ANNUAL GENERAL MEETING OF THE SHAREHOLDERS of the Bombay Steam Navigation Company will be held at the Company's Office, Medow Street, on TUESDAY the 19th of August next at one o'clock P.M.

As important matters will be brought before the Meeting, a full attendance is particularly requested.

By order of the Directors,
L. C. D'MENEZES,
Manager B. S. N. Co.

Bombay, 22nd July 1862.

FOR SALE.

HOME NEWS, dated 10th and 18th July, at the *Bombay Gazette* Office, 27, Apollo Street, Fort.

MESSRS. CUTLER & Co.'s WINES, &c.

WE beg to notify that our Wines, Spirits &c. are alone and always procurable in Bombay from MESSRS. EDULJEE PALLONJEE BROTHERS, Medow Street, with whom we have made arrangements for their constant sale.

CUTLER & Co.

With reference to the above we beg respectfully to solicit orders for these superior Wines and Brandy which need no recommendation from us.

MESSRS. CUTLER & Co.'s
(Of London and Bordeaux.)
LIST OF WINES AND PRICES.

		Rs. per doz.
Claret	No. 1 ..... Black Capsule	35
	„ pts ..... „ „	18
	No. 2 ..... Blue „	30
	„ Pts ..... „ „	16
	No. 3 ..... Yellow „	26
	„ Pts ..... „ „	14
	No. 4 ..... Green „	22
	„ Pts ..... „ „	12
	Medoc ..... Red „	17
	„ Pts ..... „ „	9
Champagne	Brand Cutler & Co.	88
	„ „ per 2 dozen Pts	40
	Brand C. & Co.	82
	Sparkling Nonpareil	38
	„ „ per 2 doz. Pts	40
Moselle	Sparkling 1st Quality	32
	„ „ per 2 doz. Pts	32
	Sparkling Nonpareil	38
	„ „ per 2 doz. Pts	40
Hock	Sparkling 1st Quality	32
	„ „ per 2 doz. Pts.	32
	Braumberger	35
	Rudesheimer	27
	Hockheimer	20
	Black Seal	28
	„ „ Pts	14
Port	Red Seal	22
	„ „ Pts	12
	Amontillado ..... Black Seal	32
	Pale Amoroso „ „	30
Sherry	Pale ..... Brown „ „	26
	Light Golden ..... Green „ „	28
	Pale ..... Yellow „	22
	Pale ..... White „ „	18
Cognac, Old and Pale (Black Capsule)		32
„ „ „ (Yellow „)		26
Gin Old Tom		20
Whiskey, Sancel Malt		22
Rum, Old Jamaica		20
Curacoa	Brown ..... in Glass Bottles	42
	„ ..... „ Pts	21
	White ..... „ Bottles	42
	„ ..... „ Pts	21
Maraschino Di Zara		40
„ „	Pts	21
Cherry Brandy		30
„ „	Pts	15

EDULJEE PALLONJEE BROTHERS.

Just arrived per Ship "BUCTON CASTLE."
Messrs. IND, COOPE & Co.'s BURTON EAST INDIA PALE ALE in *Quart Bottles*, at Rs. 6 per dozen.

EDULJEE PALLONJEE BROTHERS,
40, Medow Street, Fort, Bombay.

Bombay, 23rd June 1862.

FOR SALE.

BASS & Co.'s BEER BOTTLED by J. J. Stone and Co. in Quarts. Apply to

LYON BROTHERS & Co.

JUST RECEIVED.

BASS'S BEER in Quarts and Pints, in good order.

McCOMBIE & WRIGHT,
Church Gate Street.

JUST RECEIVED.

A FRESH CONSIGNMENT of the following celebrated Brandies in one dozen Cases.

Ducemier's.
Brandenbury Freres.
Hernozants.

McCOMBIE & WRIGHT.

Church Gate.

BEAUJOLAIS WINE.

A LIGHT SOUND BURGUNDY, price reduced to Rs. 15 per dozen. Apply to MR. CURSETJEE NOWROJEE, at Messrs. EWART, LATHAM & Co.

FOR SALE.

BUCK, FENWICK & Co.'s SHERRY and PORT.
BARTON & GUESTIER LENVILLE and BEYCHEVELLE CLARET, and RUINART PERE, and FILS CHAMPAGNE, just arrived.
MILNER & SON'S PATENT FIRE RESISTING SAFES.

Apply to CURSETJEE NOWROJEE, at the Godowns of Messrs. Ewart, Latham & Co.

Bombay, 6th May 1861.

MESSRS. GRAHAM & CO.'S PORT.

A CONSIGNMENT of the above, much superior to the usual quality, has just been landed from ship "Portland."

The brands are—
Crown—very rich and fruity.
EXmo—very fine, old, and mellow.
This Wine can be purchased only from Messrs. Jewanjee Eduljee's Sons, Medow Street, to whom all orders should be addressed.

W. & A. GRAHAM & CO.

NOTICE.

JUST landed in good order, ex ships *John Temperley*, *Portland* and *Granville*, the following Wines, Spirits, &c., selected and shipped with great care by well experienced Agents, both in London and India:—

COMMERCIAL.

BOMBAY DAILY BILL, SHARE, STOCK, AND FREIGHT LIST.

BOMBAY GAZETTE OFFICE,
Thursday, 14th August 1862.

EXCHANGE.

On, what Place	Terms.	Rates.
London (Credits)	6 months' sight	2s. 09/16d. to ¼d.
Do. Documents ...	Do. do.	2s.11/16d.
Do. Bank Rates ...	Do. do.	2s. 07/16d.
Calcutta	Sight	99½
Madras	30 days' sight	99½
China	60 do. do.	Rs. 225 per $100.

SHARES.

Names.	Paid up.	Last Half-yearly Dividend.	Rates.
	Rs.		
Bombay Bank	1,000	4½ p. cent	89½ with divd.
Madras Bank	1,000	4½ do.	66 do.
Agra Bank	500	7 do.	90 do.
Oriental Bank Corporation	250	8 do.	105 per cent.
Commercial Bank	500	3 do.	7 do.
Mercantile Bank	250	5 do.	40½ do.
Central Bank of W. India	150	2½ do.	10 Dis.
Great Indian Peninsula Railway Company,Contributed Shares	218.3.0	2½ do.	Rs. 8 Dis.
Do. New Shares	87.4.4	2½ do.	Rs. 8 do.
Bombay, Baroda, and Central India Railway	1,000	2½ do.	Nomi. [sh.
Hydraulic Press Company	4,000	350 p. sh.	Rs. 200 Dis. p.
Apollo Press Company ...	11,000	1,650 p. sh.	Rs. 22,000 p.sh.
Colaba Press Company ...	2,700	13 do.	Rs. 5,875 do.
Colaba Land Company ...	10,000	100 p. sh.	Rs. 14,500 do.
Elphinstone Land Company	6,000	200 p. sh.	Rs. 3,700 do.
Bombay Steam Navigation Company	500	32 do.	Rs. 25 dis.
Spinning and Weaving Co.	5,000	1,000 do.	Par.
Oriental Weaving and Spinning Company	2,500	p. Ann. 450 p. sh.	Rs. 320 prem.
Victoria Spinning Co.....	5,000	.....	Nominal.
Royal Spinning and Weaving Company ...	1500	.....	Rs. 225 Dis.
Great Eastern Spinning and Weaving Company	1,100	.....	Rs. 300 do.
Muncekjee Pitty's Spinning and Weaving Co..	550	.....	Rs. 150 do.
Throstle Mill Company...	4,000	.....	Nominal.
Bombay United Spinning Company... ..	4,500	.....	do.

GOVERNMENT SECURITIES.

Four Per Cent. Transfer Loan	Nominal.	
" Loan 1835-36	}	93½ to 94.
" Loan 1842-43		
" Loan 1854-55		
New Five Per Cent. Loan	104	
Five and a Half Per Cent. Loan	111½	

PRICES OF BULLION, &c.

Sovereigns, each.....	Rs. 10-4
Bank of England Notes.....	Nominal.
Spanish Dollars	Rs. 240 Nominal
Cheolas.....	" 239 do.
Mexican Dollars.....	" 222 do.
German Crowns.....	" 213 do.
Five Franc Pieces.....	" 205
Per Silver	" 1064
Gold Leaf	" 16-6

FREIGHTS.

To Liverpool (Cotton) ready	£2 7s. 6d.	to £2 10s. 0d.
" (Seeds).....	£1 5s. 0d.	to £1 7s. 6d.
To London (Cotton) ready	£2 5s. 0d.	to £2 7s. 6d.
" (Seeds).....	£2 0s. 0d.	to £2 2s. 6d.
To Hull	} No offers.	
To China.....		
To Clyde.....		
To Calcutta	Rs. 9 to 10 per ton.	

PRICES CURRENT (AUGUST 13TH, 1862.)

COTTON at Colaba :		Per candy.
New Broach, ready	Rs.	375 to 380
New Surat	"	377 to 380
New Dhollera, and Bhownaggur	"	385 to 390
New Oomrawtee	"	375 to 380
New Compta, ...	"	375 to 380
New Dharwar Sawginned	"	400 to 405
New Sanwe, and Nuggur	"	360 to 365
New Varaval	"	350 to 355
Khandeish	"	355 to 357
New Pondoree	"	350 to 355
New Accola	"	390 to 395
New Mangalore	"	350 to 355
OPIUM—Malwa, Rs. 1,615 to 1,620.		
SEEDS—Linseed, Candeish...at Rs.		7-6 to 7-7 per cwt.
Rapeseed, Guzerat.....	"	8-2 to 8-4 nominal.
Gingelly mixed (Black and White).....	"	32 to 35 nominal.
Niger (Nominal) ...	"	27 to 27

J. L. DUNOLLY & CO.'S OVERLAND CIRCULAR.

KURRACHEE, *8th August*, 1862.

DEAR SIR,—Since our circular of the 7th July, we have received our English letters to the 3rd Idem, informing us of the very extraordinary movement in the Liverpool Cotton market. The consequence was an immediate rush for Cotton, and Cotton Piece Goods, both here and at Bombay; the market continues very excited and further intelligence from England is anxiously looked for. We have received the usual telegram from Galle, with news to the 10th ultimo, announcing Cotton one penny lower; but another telegram has been received here from Bombay purporting to bring news to the 12th, and quoting Surats 1.5d. with an active Cotton market. It is doubtful, by what medium this telegram can have been forwarded but it is supposed via Jubal and Galle: the same telegram announces the defeat and surrender of General McClellan, near Richmond, and the Confederates every where victorious.

EXPORTS.

Oil Seeds.—The tendency of the market is again to higher rates, and prices of Rape Seed are Rs. 4.0 to 5.0 over last months quotations, this article having been greatly in demand for the London market, owing to the more than usual number of vessels in Harbour for that Port. In Sessame (Black) prices are well maintained, and a steady business continues to be done for France. The market is bare of White Sessame and Linseed.

Cotton was quoted in our last circular.

	Sind	Mooltan	Perozepore
	18 to 18	19 to 19.8	
Todays prices are	32.0	32 to 34	30.0

The trade in this article is still principally engrossed by the Cutchee Merchants, although several European Merchants have entered into the market, lately, for London.

In Bombay the excitement has been intense, and prices, by last advices were above Liverpool rates.

Saltpetre has been in demand, for shipment at a low rate of Freight as ballast.

Wool.—With the advance in Cotton, has been more enquired for, and prices have advanced Rs. 4 to 5 per maund during the past fortnight.

Wheat.—A parcel has changed hands for the Mauritius to Rs. 16.0

Indigo.—Is without change.

IMPORTS.

The extraordinary rise in Cotton, has had the effect of producing the greatest excitement in the market for Piece Goods at Bombay; all classes, whether connected with the trade or not, having entered the market with the greatest eagerness. Here the excitement has not prevailed, to the same extent; the whole of the Piece Goods in the place being in the hands of two or three Firms, who have refused to operate, except at extreme rates; but for this a considerable business could have been done, more especially in 4 lbs. T. Cloth, 40 in. 8 lbs. 7 lbs. and 8½ lbs. Shirtings, and 3 lbs. Madapollams.

FREIGHTS.

The demand for Cotton Ships for Liverpool, caused a rise in Freights at Bombay; the present feeling, however, is towards lower rates, and there is but little change to report here since our last circular was issued.

The Sea Park has been chartered for London to £2.5 all round, and the *Blackwater*, (Chartered at home) has been put on the berth. The *Clarendon* has been fixed for Mauritius to Rs. 12½. We have more than the usual number of disengaged Vessels in Harbor.

EXCHANGE.

On London 6 Months' (Credits) 2s. 09/16d.
Do. (Bank Bills) 2s. 0d.
Do. (Documents) 2s. 0⅛d.

COCHIN MARKET REPORT.

(*From the Cochin Courier, August* 2.)

THERE have been few transactions in Oil during the week, in fact not much is coming in, and the little that does, is bought up eagerly by the Dealers, and held in the hope of prices advancing. We give the quotation at Rs. 97 @ 98.

Coir Yarn has been coming in a little more freely, but the coarser and mixed kinds predominate, and in some instances, highly adulterated and falsely bundled. The quotation remains at Rs. 35 @ 40 according to quality.

We have advices from Tinnevelly to 26th ultimo. Nothing had been done in the Cotton market principally on account of the very small quantity remaining in the District unscontracted for. If Cotton could be obtained, no doubt Rs. 200 per Candy would be freely given.

From the great losses sustained by the Dealers this season, more especially of late from the sudden, and extensive rise in Cotton, (advancing Rs. 70 within a few days) it is pretty certain that many of them will be ruined.

The vessels loading were the *Relief* and *Maldon* for Orders and the *Lizzie Scott* and *Glorioses* for London.

EXCHANGE.

On Bombay, sight	Rs.	1	0	0 per cent.
3 days' sight	"	1	2	0 "
16 days' sight	"	1	8	0 "
Madras, sight	"	0	8	0 "
3 days' sight	"	0	10	0 "
30 days' sight	"	1	2	0 "
Colombo, 3 days' sight	"	1	8	0 "
16 days' sight	"	1	14	0 "
London, 6 mths' sight	"	2s.	1d.	
3 mths' sight	"	2s.	0⅛d.	
Sight..... ...	"	2s.	0⅛d.	

PRICES of GOVERNMENT SECURITIES By Telegraph from Madras.

5	per cent.		112
4	"	do.	105
3	"	do.	84

BANKS.

CENTRAL BANK OF WESTERN INDIA

INTEREST ALLOWED.

ON Current Deposit Accounts above Rs. 1,000, and not exceeding Rs. 50,000, repayable on demand, at 2 per cent. per annum.

On Deposits for 3 months certain 3 per cent per annum.
Do. " 6 " " 5 " "
Do. " 12 " " 6 " "

EXCHANGE.

Bills on London, at 6 months' sight 2s. 0d. per Rupee.

Ditto	at 4	ditto	1s. 1d. do.
Ditto	at 3	ditto	1s. 1⅛d. do.
Ditto	at 2	ditto	1s. 1⅛d. do.
Ditto	at 1	ditto	1s.1 1⅛d. do.
Ditto	sight	ditto	1s. 1⅛d. do.

Drafts at 6 months' sight are not granted for less than £50, and amounts under £20 are only drawn for payable on demand.

COMMISSION.

On the sale or purchase of Government and other Securities per cent. on the amount realised or invested.

The Bank receives Government and other Securities for safe custody, free of charge, the Interest or Dividends thereon being credited to account or remitted home in the Bank's Bills, also without charge.

On Interest, or Dividends, or on proceeds of Securities by Sale, ¼ per cent. commission charged, if the amounts be paid India if remitted home by the Bank, no commission charged.

On returning Securities out of safe custody ¼ per cent. Commission.

HOURS of business.....10 A.M. to 4 P.M.
Saturdays.....10 A.M. to 1 P.M.

EDWIN HEYCOCK,
Bombay, 22nd May 1862. Manager.

ORIENTAL BANK CORPORATION.

BOMBAY AGENCY.

EXCHANGE.

THE CORPORATION grant Drafts on London on Demand, and at from one day to six months' sight, and Drafts on Scotland and Ireland on demand; also Circular Notes negotiable in Egypt, Syria, the Continent of Europe, New York, the West Indies, Australia, New Zealand, and the Cape of Good Hope.

The Current rates of Exchange are:

On London at 6 months' sight	2s.	0d.	per Rupee.
" 4 do.	...	1s. 1½d.	do .
" 3 do.	...	1s. 1⅝d.	do.
" 2 do.	...	1s. 1¾d.	do.
" 1 do.	...	1s. 1⅞d.	do.
" on demand	}		
On Scotland do.	}	1s. 1⅞d.	do.
On Ireland do.	}		
On Paris, at 3 days' sight	...	1s. 11½d.	do.

Circular Notes payable throughout Europe 1s. 11½d. do.

No Drafts at six months' sight are granted for sums under £50. Sums under £20 are only drawn for on Demand.

Drafts are also granted on Calcutta, Madras, Ceylon, Hongkong, Singapore, Mauritius, Melbourne, and Sydney.

The Corporation purchase or collect Bills payable in Europe or in Calcutta, Madras, Ceylon, Hongkong, Singapore Mauritius, Melbourne, and Sydney.

DEPOSITS.

The Corporation receive Deposits on the following terms:—

Repayable on demand, in sums of Rs. 100 and upwards..... 2 per ct. per annum.
Do. in one sum, at 3 months' notice ..... 3 " "
Do. do. 6 do. ..... 4 " "
Do. do. 12 do. ..... 5 " "

No interest allowed on Deposits under Rs. 1,000, nor on deposits over Rs. 50,000, *unless by special arrangement.*

REMITTANCE.

The Corporation undertake to remit money to Europe by each Overland Mail, free of charge.

Parties are requested to make all Orders or Hoondies payable to "*The Oriental Bank Corporation or Order*," and to state distinctly the name and address of the person to whom the Remittance is to be made, *(if to a Lady, her Christian name or names in full,)* and the sight at which the Bills are to be drawn.

COMMISSION.

The rate of Commission charged by this Agency on the purchase or sale of Government Securities negotiable in Bombay, is ¼ per cent. on the amount invested or realized, and on the collection of Bills, one per cent. and Postage.

The Corporation take charge of Government Paper, Shares in the Bank of Bombay, and other local Stocks, free of all charges, and will draw Interests and Dividends on the same as they fall due, on the following terms:—

If to be remitted through the Corporation .....Without charge.
If to be paid in India, a Commission will be charged of ..... ¼ per cent.
On returning Government Paper out of safe custody ..... ¼ per cent.

Hours of business..... 10 to 4 o'clock.
Saturday ..... 10 to 1 do.

KURRACHEE SUB-AGENCY.

Messrs. Finley and Co. will grant Drafts on the Corporation and negotiate Bills payable in London and Bombay.

Bombay, 1st May 1862.

SHIPPING.

BOMBAY.

Arrivals.

DATE.	SHIPS.	COMMANDERS.	FROM
Aug. 13	Glen Isla	Poyntz.....	Calcutta 28 June.
	Peerless	Myor	Calcutta 29 June.

INTELLIGENCE.—Per ship *Shaftesbury*, from Liverpool.—On the 12th of June in Lat. 3-10 N., Long. 23-05 W., spoke the ship *Empress of India*, from London via Portsmouth bound to Shanghai, out 32 days; same date spoke the Dutch ship *Via Geausters*, from Rotterdam for Batavia with Troops, out 28 days. On the 24th June, Lat. 26-24 S., Long. 37-29 W., spoke the French ship *Ville De Cherbourg*, from Cardiff to Bombay out 56 days.

Departure.

DATE.	SHIP.	COMMANDER.	TO.
Aug. 13	Tilly (s)	Boyts	Kurrachee.

PASSENGER ARRIVED.

Per ship *Glen Isla*, from Calcutta.—Mr. J. Robertson.

PASSENGERS SAILED.

Per B. S. N. Co's steamer *Tilly*, to Kurrachee.—13 natives.

Port Clearances.

The following vessels obtained their port clearances yesterday:—

Ship *Granville*, C. Lake, bound to Singapore.
P. and O. C.'s Steamer *Behar*, Brooks, bound to China, &c.

Commenced Loading.

The ship *Futty Allum*, for Coast and Calcutta, began to load yesterday.

IMPORT MANIFESTS.

From Kurrachee.

Vallaint Basque.—6,250 tons Gingelly Seed.

From Liverpool.

Lady Havelock.—2,382 Iron Bars, 400 pieces Deal Planks, 450 tons Coke.

From Sunderland.

Witch of the Wave.—1,730 tons Coals.

DAILY EXPORTS.

BOMBAY, WEDNESDAY, 13TH AUGUST 1862.

For London.

Victory.—336 packages Coffee, 455 cwt., Hajeebhoy Dawood and Co; 60 packages Coffee, 74½ cwt., Fulcher and Co.; 12 bags Moye Teeth, 16 cwt. 3 qrs. 23 lbs., Wagjee Walljee.

For Liverpool.

Golconda.—130 bales Cotton, 625 cwt., Eduljee and Hormusjee Shapoorjee; 59 bales Cotton, 209¼ cwt., S. and N. Nanabhoy.

Mary Stenhouse.—165 bales Cotton, 577½ cwt., Bhoja Cursandass.

Zouave.—100 bales Cotton, 135½ cwt., W. Nicol and Co.

Lord Raglan.—50 bales Cotton, 175 cwt., Mungesh Pandoorung.

Chilwickbury.—250 bales Cotton, 875 cwt., Ruttigur Dowlatgur.

Stuction Castle.—95 bales Cotton, 332½ cwt., Hirjee Khimjee, 810 bales Cotton, 1,085 cwt., Dinahaw Manockjee; 75 bales Cotton, 262½ cwt., David Sassoon and Co; 125 bales Cotton, 438 cwt., Merwanjee Neserwanjee; 90 bales Cotton, 315 cwt., Vullubdass Lilladhur.

Bates Family.—36 bales Wool, 108 cwt., Rowjee Hunsraj.

Thomas Mitchell.—500 bales Cotton, 1,750 cwt., Alladinbhoy Hubibhoy.

For Hongkong.

Steamer *Behar.*—29 chests M. Opium, 140 lbs. each, Ruttonjee Eduljee.

For Shanghai.

Steamer *Behar.*—41 chests M. Opium, 139 lbs. each, Ruttonjee Eduljee.

For Madras.

Steamer *Behar.*—1 box Real Pearls, Morarjee Cursandass.

For Calcutta.

Maria Gray.—500 bundles China Brass Coins, 625 cwt., Bunseelall Amirchund.

STATIONS OF H. M.'s INDIAN NAVY.

1450	Ajdaha, 20 (flag-ship), Frushard ...	Bombay.
*234	Assyria, (paddle), ...	Bombay.
*946	Auckland, (paddle), ...	Bombay.
	Augusta, 6 (schooner)	Bombay.
654	Berenice, 2 (paddle), Chitty	Kurrachee.
*230	Clive, 14 (sloop), ...	Advertised for sale.
300	Clyde, 3 (screw gun-boat), Sadley..	Bombay.
204	Comet, 2 (p. gun-boat), Selb) ...	River Euphrates.
182	Constance, 3 (schooner), Trollope ...	Aden.
1026	Coromandel, 4 (screw), Batt.... ...	Bombay.
335	Curnatjee, (flat), ...	River Indus.
1022	Dalhousie, (screw), Pengelley... ...	Kurrachee.
887	Elphinstone, 12 (sloop), De Belen...	Bombay.
274	Ethemey, (flat),...	River Indus.
225	Euphrates, (survey ship), Whish ...	Surveying Bombay Harbour.
495	Falkland, 12 (corvette), Drought ...	Under orders for Bombay.
*1450	Feroze, 13 (paddle), Sconce..... ...	Bombay.
215	Goolamar, (paddle yacht), Nacoda...	Bombay.
90	Georgiana, 2 (tender)	Persian Gulf.
800	Hugh Rose, (gun boat) Wood... ...	Kurrachee en route to Bombay.
300	Lady Falkland, (paddle), ...	Harbour Defence, Bombay.
157	Mahi, 3 (schooner), Gardiner	Aden.
167	Marie, (schooner)	Bombay.
49	Nerbudda, (schooner), ...	Karrachee.
204	Nimrod, 2 (paddle),...	River Indus.
325	Planet, 1 (paddle), Fletcher	River Indus.
140	Pleisd, (screw), Searle.....	Bombay
1246	Prince Arthur, (screw), Brazier ...	Bengal Public Works Department.
335	Satellite, 1 (paddle), Harrison.... ...	River Indus.
260	Semiramis, 3 (paddle), Worsley ...	Bombay.
610	Sir H. Lawrence, 2 (paddle), Jones.	River Indus.
40	Snake, 1 (paddle), Rogers	Bombay Harbour.
258	Tigris, 5 brigantine), ...	Bombay.
*705	Victoria, 3 (paddle), ...	Advertise for sale.
1003	Zenobia, 9 (paddle), Adams	Aden.

* Out of Commission.

VESSELS IN BOMBAY HARBOUR.

[A.I. signifies "commenced loading."]

FOR LONDON.

955	Defiance, Galloway—Ritchie, Steuart & Co.	(c.l. May 12)
1310	Istamboul, Deuchar—Jehangchir N. Wadia.	(c.l. May 10)
579	Victory, H. Stephens—Forbes & Co.	(c. l. June 5)

FOR COCHIN AND LONDON.

413	Euphrates, Cowen	

FOR LIVERPOOL.

2153	Bates Family, Hogg—Edward Bates & Co.	(c. l. May 16)
886	Euston Castle—G. S. King & Co.	(c. l. July 10)
668	Celuta, Hayes—Coupland & Co.	(c. l. August 2)
1046	Childwickbury—Martin Young & Co.	(c. l. June 5)
1120	Contest, Jennings—Ewart, Latham & Co.	(c. l. July 18)
1333	Harodydoss, Wright—Martin, Young & Co.	(c. l. Aug.)
875	Egeria, Storey—John Clover Co.	(c. l. Aug. 7.)
1154	Forest Rights, Thomson—Grey & Co.	(c. l. July 10)
1124	Golconda, Dain—Lawrence & Co.	(c. l. July 5)
1218	Harrey Fullerton—E. Bates & Co.	(c. l. Aug. 8)
1904	Lord Raglan, Curzen—Lawrence & Co.	(c. l. July 12)
1242	Mary Stenhouse, Finlay—E. Bates & Co.	(c. l. July 22)
1017	Negotiator, Hawkins—Rennie, Scovell & Co.	
1091	Norah Creaner, Bake—E. Bates & Co.	(c. l. July 28)
1569	Oriental, Hill—Cursetjee Jamsetjee & Co.	(c. l. July 29)
1435	Queen of the West—Rennie, Scovell & Co	(c. l. July 23)
578	Thomas Mitchell—W. & A. Graham & Co.	(c. l. Aug. 7)
632	Veritas, Carr—E. Latham & Co.	
1220	Zouave, Griffiths—W. Nicol & Co.	(c. l. July 10)

FOR HAVRE.

553	Daylight, Smith—W. Nicol & Co.	(c. l. July 30)

FOR MANILLA.

1060	Caribou, Cameron—Lawrence & Co.	

FOR AKYAB.

791	Robina Coates—Coupland & Co.	

FOR CHINA.

1019	Behar, (s) Brooks—P. & O Co.	(c. l. Aug. 7)

FOR SINGAPORE.

854	Dura, Rose—J. P. Cornforth & Co.	(c. l. July 16)
696	Granville, Laker—W. Nicol & Co.	

FOR CALCUTTA.

524	Maria Gray, P. L. Jones—M. A. M. Khan.	(c. l. Aug. 4)
327	Prince of Wales, Nacoda—H. J. Abadin.	(c. l. May 12)
363	Teazer, John Shaw—H. Mahomed Serieck.	(c. l. Aug. 8)
688	Winterthur, Seward—A. H. Huscike & Co.	

FOR CALCUTTA VIA COAST.

603	Shaw Allum, Prafrang—Hajee Ebhrim.	(c. l. July 24)
609	Fazel Bhary, Nacoda—Hajee Ebhrim.	(c. l. July 17)

FOR RANGOON.

641	China, Logan—Wallace & Co.	(c. l. July 23)
	Fox, Mozambique.	
74	Sullaumattee, Nacoda—Sowjee Lalljee.	(c. l. May 27)

FOR KURRACHEE.

209	Champion, Owen—Jewraz Sazan.	(c. l. July 18)

FOR MAURITIUS.

250	Nazry, Nacoda—L. Samjee.	(c. l. July 7)

FOR ZANZIBAR.

446	Nader Shah, Nacoda—Cassum Natha.	(c. l. July 21)

FOR COLOMBO.

155	Koerats Roodeen—Dinshaw Bhicajee Khan.	(c. l. Aug. 4)

NOT FIXED.

672	Ally, Shepherd—H. E. Cades.	
397	Artemiso, Nacoda—Cassum Natha.	
229	Ararat, Nacoda—H. M. A. Lutiff	
501	Bombay Merchant, Gwyer—Heerjee Arut.	
1005	Beeston Castle, Corney—Rennie, Scovel & Co.	
559	Bussorah Merchant, Richards—H. J. S. Dena.	
502	Chatham, Thortell.—D. H. Cama & Co.	
1096	Caduceus, Holt—W. Nicol & Co.	
457	City of Poona, Nacoda,	
696	Coleroon, Hale—Remington & Co.	
	Coringa (s), Calder—W. Nicol & Co.	
1278	Celestial Empire, Murray—M. N. Bhownaggar.	
279	Ellesmere, Anderson—W. Nicol & Co.	(lai l up)
	Fazel Curreem, Nacoda.	
310	Fattay Sultan, Nacoda—H. E. Josub.	
	Glen Isla, Poyntz.	
387	Godavery, Perraud—S. Tyabjee & Co.	
1324	Holmesman, Phillips—Rennie, Scovell & Co.	
1351	Howefordshire, Escott—Ewart Latham & Co.	
629	Hyderee, Stephenson—H. M. A. H. Curim.	
865	Lady Havelock, O'Neill—Rennie, Scovell & Co.	
1396	Inkerman, Grant—Coupland & Co.	
1000	Isle Jourdan, Mahomed.	
511	Lady Frankland, Nacoda—Jairaz Fazel & Co.	
1286	Lancastrian, Pearson—George S. King & Co.	
30	Mahomed Bux, Nacoda—Cowasjee Eduljee.	
499	Neelershala, Nacoda—Gopaldass Mowjee.	
109	Nassrool Hamed, Nacoda—M. Hussein.	
716	Nile, Young—W. and A. Graham & Co.	
391	Narbudda—Cursondass Vurzdass.	
1233	Norwood, Stapelton—John Clover & Co.	
150	Royal Victoria, Nacoda—Dinshaw Bhickajee Khan.	
919	Rowantree, Lewis—Lyon Brothers & Co.	
1131	Sir Edward Perry, Jaukins.	
1090	Sir John Lawrence, Sinclair—B. & A. Hormusjee.	
	Scindian, (s), Mason.	
783	Victoria, Sanderson, John Clover & Co.	
407	Vaillant Basque, LeMert—Volkart Brothers. (put in leaky)	
1131	War Cloud, MacKay—Rennie, Scovell & Co.	

P. & O. Co.'s STEAMERS.

Benares, Wright.

907	Emeu, Rennoldson.	
1200	Ganges, H. Wilkinson.	
1600	Pottinger. (Laid up.)	

MADRAS.

ARRIVAL.—August 7, Ship *Earl of Hardwicke*, G. Way, from Bimlipatam 27th, and Coconada 29th July.

DEPARTURE.—August 7, Ship *Duke de Malakhoff*, Jones, to Mauritius.

MILITARY.

BOMBAY.

ARRIVALS.—AUGUST 13.

Wray, Lieut. Col. E., Royal Artillery, on duty, from Kirkee.
Anderson, Lieut. R., 95th Regt., on leave, from Poona.

DEPARTURES.—AUGUST 13.

Adey, Assist. Surgeon, Civil Surgeon, Kaira, on duty, to Surat.
Ostrehan, Lieut., Staff Corps, on leave, to Poona.
Anderson, Lieut. R., 95th Regt., to rejoin, to Poona.

GARRISON ORDERS.

BY BRIGADIER J. LIDDELL, C. B.

Bombay, Wednesday, 13th August 1862.

The 33rd Regt., the Officer for the Castle Guard to-morrow. The 18th Regt. N. I., the Adjutant for the day.

GENERAL ORDERS BY THE COMMANDER-IN-CHIEF.

Adjt. Genl.'s Office, Head Quarters, Poona, 12th Aug. 1862.

The undecumentioned Officer has been reported to have passed the required examination in the Native language as follows:—

HINDOOSTANEE.

Interpreter's Test.

Lieut. G. E. Hancock, 21st Brigade-Royal Artillery.

The undermentioned Commissioned and Warrant Officers returned to duty without prejudice to their rank by permission of the Right Honorable the Secretary of State for India on the 7th August 1862:—

Lieut. T. E. Strong.
Conductor P. Mairs.
Private Lukshimon Soorway, is transferred from the 23rd N. L. I., to the 26th Regt. N. I.

NAVAL.

SQUADRON ORDERS.

BY CAPTAIN FRUSHARD, I. N.

Superintendent's Office, Bombay, 13th August 1862.

The Officers below named are appointed a Committee, to assemble at the Assistant Superintendent's office on the 15th instant, at 11 A. M. for the purpose of examining Mr. A. K. Arnot, Clerk, in charge of the *Elphinstone*, touching his fitness to serve as Purser on board any of the vessels of the Indian Navy.

Captain Young. Mr. Betham, Purser, and Naval Examiner, Messrs. Ford and Johnston, Pursers.

Acting Lieut. C. V. D'Arcy, supernumerary to the *Ajdaha*, is permitted to proceed to Eng and, on leave, under the sanction of Government Resolution No. 587 of the 15th July last.

Mr. A. C. Williams, Midshipman, of the *Semiramis*, is to be transferred to the *Ajdaha*, as supernumerary.

Mr. R. P. Fry, Mi shipman, supernumerary of the *Ajdaha*, is permitted to proceed to England, on leave, under the sanction of Government Resolution No. 587 of the 15th July last.

Francis de Souza, Engineer Appreatice of the *Indus Flotilla*, was permitted to rejoin the service in Scind on the 4th instant.

Mr. A. C. Williams, Midshipman, supernumerary of the *Ajdaha*, is permitted to proceed to England, on leave, under the san tion of Government Resolution No. 587 of the 15th July last.

With reference to the Squadron Order of the 16th ultimo, Acting Lieut. Lewis, is allowed a further extension of leave to the 1st proximo.

Lieut. Etheridge, supernumerary of the *Ajdaha*, is directed to resume command of the *Elphinstone*.

BENGAL.

Head Quarters, Simla, 26th July 1862.

At a General Court Martial assembled at Peshawur, on Wednesday the 25th day of June 1862, Subadar Major Nund Sing, 32nd Regiment Native Infantry, was arraigned on the following charge:

Charge.—For gross neglect of duty, to the prejudice of good order and Military discipline, in having, at Khyrabad, on or about the 17th February 1862, failed to make his commanding Officer aware of a report made to him (The Subadar Major) on or about that day, of the Pathan Sepoys, of the detachment 20th Native Infantry at Attock having been in the habit of insulting the Mazbee Sepoys of the detachment of the 32nd Native Infantry whilst in Attock, the Subadar Major Nund Sing, moreover, well knowing that the report made to him was true.

Finding.—The Court is of opinion that the Prisoner, Subadar Major Nund Sing, 32nd Regiment Native Infantry, is not guilty of the charge preferred against him, and acquit him thereof.

S. F. MACMULLEN, Lieut. Colonel,
Doing duty 21st Hussars,
President.

Peshawur, 25th June 1862.

"Approved and Confirmed."

HUGH ROSE, General,
Commander-in-Chief in India.

Simla, 18th July 1862.

Remarks by His Excellency the Commander-in-Chief in India.—The Prisoner has been acquitted of the charge in consequence of no denial having been made by Lieut. Chalmers, of the 32nd Native Infantry, that the Prisoner may have communicated to him, in the form of a conversation, the report made by the sepoys.

This mode of communication shows that the Subadar Major did not attach the importance which he ought to have done to so grave an occurrence, as the display in the public bazar at Attock, of ill feeling by Soldiers of the 20th Regiment towards the 32nd Regiment Native Infantry.

The Subadar is hereby reprimanded for his serious neglect of duty.

By order of His Excellency the Commander-in-Chief,
E. B. JOHNSON, Lieut. Colonel,
Offg. Adjutant General of the Army.

The Commander-in-Chief in India has the satisfaction to publish to Her Majesty's Forces in India a General Order from His Royal Highness the General Commanding-in-Chief on the completion of the transfer of the European Troops of Her Majesty's Indian to Her Majesty's British Service.

It is a source of much gratification to His Excellency that this important measure is accompanied by a very liberal promotion of the Officers who volunteered for their representative General Service Regiments, and for General Service.

The transfer of the late Bengal Artillery and the consequent promotions have already appeared in General Orders.

In the next Regiments of Cavalry and Infantry no less than three Majors have been promoted to be Lieutenant Colonels; fifteen Captains to be Majors; sixty-two Lieutenants to be Captains; fifteen Ensigns to be Lieutenants.

The rise in the Regimental steps of the different ranks, consequent on the promotions and changes, has been, in some Regiments, very considerable.

Sir Hugh Rose, foreseeing that there would be vacancies in the several grades of the new Regiments, had the honor to submit to His Royal Highness the General Commanding-in-Chief, that it would be a great boon were the Queen most graciously pleased to grant these promotions to Officers of Her Majesty's Indian Service who had volunteered for their representative Regiments, or for General Service.

His Royal Highness was pleased to accede most readily to this request and authorized His Excellency to make these promotions, provisionally, subject to Her Majesty's approval.

The Commander-in-Chief in India congratulates, sincerely, these Regiments on their union with the British Army, and their entry on a career which will open to them a wider sphere for giving proofs of their devotion to their duty, and to the cause of their Queen and Country. He feels assured that, whe ever the opportunity offers, they will prove themselves worthy, in other fields, of the illustrious name which the British Army has ever won for itself in India.

"GENERAL ORDER.

"The General Commanding-in-Chief has received Her Majesty's commands to make known to the British Army serving in India, that the arrangements for consolidating the European Forces of the Crown in that Country have now been completed.

"His Royal Highness hails with satisfaction an event which he trusts may be conducive to the best interests of the Empire, whilst it will be of advantage to the Troops whom it may concern.

"He feels persuaded that the glorious deeds of arms for which the Line and Local Troops have been ever conspicuous will not be forgotten by them, now that they are about to form one united Army; and that the only feeling of rivalry which will henceforth exist between the various Corps, will be a high spirit of emulation as regards discipline and good conduct during peace, and of gallant bearing and devotion, should their services be hereafter called for in the field.

"In the name of the Army, the Commander-in-Chief most heartily and cordially welcomes to the ranks of the General Service of the Crown, the Officers, Non-Commissioned Officers, and Soldiers of the Local Services of the three Presidencies of India.

GEORGE, General Commanding-in-Chief."

RETURNS.

The following Returns are to be forwarded by the new line Regiments of Infantry and Cavalry to the Adjutant General Her Majesty's Forces. The first returns to be for July dated 1st August 1862, and to be despatched as soon after the latter date as possible:

A Monthly Return.
A Monthly Nominal List of Officers.
A Monthly Court Martial Return in duplicate.

The Commanding officers of these corps will

HIS EXCELLENCY, the Governor, came to Bombay on Tuesday morning, and having made all the necessary arrangements for the inauguration of the High Court, left again for Poona in the evening. He will preside at the meeting of the Legislative Council this day.

WE must solicit the attention of the Electric Telegraph Department to certain facts for which we cannot account except on the score of negligence. A telegram, office monthly No. 1421, was despatched from Calcutta on the forenoon of the 6th instant for Bombay and did not reach its destination till 7 o'clock P.M. on the 10th instant. Telegrams, office monthly Nos. 1733 and 1734, were despatched from Calcutta for Bombay, dated respectively 6th 14-12, and 6th 14-15, and were only received yesterday morning, 13th instant—that is, they were about seven days in transit. No interruptions in the line has been intimated, and therefore we are unable to account for the facts above stated without attaching blame to the Telegraphic Department. A letter posted in Calcutta for Bombay would have reached its destination almost as soon as these telegrams, with fuller information and at a small fraction of the expense.

THE FALL OF A HOUSE AT BYCULLA.—We understand that several persons were very severely injured by the fall of a house near Messrs. Treacher Co.'s premises, which was reported in our impression of yesterday's date; a poor woman, we are now told, lies in a very precarious position in the Hospital. We stated that prompt assistance was rendered to the sufferers and we are now happy to be enabled to give the names of the persons who so cheerfully rendered the necessary assistance on the occasion: they are Mr. D. Lampe of the United Tavern, and Mr. G. Duke, both of whom worked for above an hour in removing the debris. The former gentleman by his well timed act of humanity reflects an additional lustre on his already brilliant name, and the latter gentleman adds to the dignity of his nobility by the same act.

BOMBAY POLICE INTELLIGENCE.

FORT POLICE OFFICE.—WEDNESDAY, 13TH AUG. (BEFORE W. CRAWFORD, ESQ.)

STINKING MEAL.—Peroo Packeera was summoned before his Worship to answer the complaint of a Police sepoy for having in his possession and offering for sale meat unfit for the food of man.

The prosecutor stated that he was a Police sepoy, on the day in question he saw the defendant with the meat and that it was very bad.

His Worship observed that he did not think that it was the duty of the police to interfere in such cases, Mr. Watson the Inspector of markets had a number of peons in his service for that duty. His Worship enquired of Mr. Watson how many peons he had in his employ?

Mr. Watson said, that there were twenty-two peons employed altogether on that duty. At the time when the defendant was taken into custody the peons had all gone to their meals; they were on duty from 5 o'clock until 11 in the morning, and came on again at 3 P.M.

His Worship said, that he was of opinion that the time for the peons going to their meals should be altered. As the defendant had pleaded guilty he would fine him three rupees, and if ever he came before him again on a similar charge he would not let him off so easily.

Note.—It appears that there is a great deal of vigilance required on the part of the Inspector and market peons, in detecting bad meat, and that there is nothing in the act to preclude the police from summoning such offenders. In fact any private person might do so if detecting bad meat exposed for sale. Too much vigilance cannot be used in the prosecution of such cases. If the police have not the power we think they should have.

ANOTHER CASE.—Cyroo Joguo was summoned for having brought to the slaughter house a diseased goat intended for the food of man.

Market Peon No. 1 stated, that on the 1st instant he was on duty in the market when a goat of the defendant was diseased and swollen, it died about 8 o'clock.

Mr. Watson and a Market overseer corroborated the testimony of the first witness.

The defendant said that he bought the goat of a man whom he produced, the man said that the goat was a good one except that it was mischievous in the house.

His Worship fined the defendant ten rupees.

A CASE OF DIRTY WATER.—Noorabye Barree appeared to answer the complaint of Crustna Baboo, coachman to Luckmidass Khimjee, he stated that on the 2nd instant at about half-past five in the afternoon, the defendant threw a quantity of rubbish on the top of his (complainant's) house, which is next to the defendant's. He then threw dirty water through the window on to the fire place. The defendant had told him that he felt annoyed by the smoke that came from his (complainant's) cook room. The complainant added that the defendant likewise threw night soil to the side of the house. He wanted him to shut his window and if he had done so he would not have been able to cook his meals.

Cross-examined by defendant, did not burn chillies every day and so annoyed the defendant. Admitted that he did sometimes burn them for the purpose of making chutney and other spices. Was not instigated by his master to annoy the defendant by burning chillies and did not know that his master was angry with him.

A Police sepoy and another witness corroborated to some extent the testimony of the complainant.

Defendant said that what had been said against him was all false; he had witnesses but they were not present.

HIS WORSHIP said that the charge was proved against the defendant and fined him Rs. 3. His Worship told the complainant that in the event of the annoyance being repeated he was to summon him again.

CAPTAIN SMALES' CASE.—This case was called on again soon after a quarter past two o'clock, when all parties were in attendance.

Mr. Dunbar, instructed by the crown solicitor, appeared for the prosecution.

Mr. Scoble, instructed by Mr. Sangster, for the accused.

At the commencement of the proceedings Mr. Malone complained of being misrepresented in the *Times of India*, as to what he stated in his cross-examination on Tuesday; the report had made him state in effect "that the whole of the proceedings of the committee of the 27th May appear to be erroneous." He was therefore desirous of offering an explanation; what he referred to was the account in question being erroneous and not the proceedings. He also wished to render an explanation in reference to another item. In the account attached to No. 1 statement is found that the remittance to Messrs. Rogers and Co. was charged in the May abstract and not in the one for June.

His Worship observed that it would be very difficult for any reporter to be very accurate in what he wrote, in consequence of the continued noise that was incessantly going on in the street. In fact the reporters did not pretend to give a verbatim report of the proceedings, but only the substance of the evidence. His Worship added that the reporters were, he was sure, most desirous for their own credit to be as accurate as possible.

The Reporter of the *Times of India* observed, that he would like the accuracy of his report to be tested by a comparison with the notes of His Worship, and unless that was done, he begged very respectfully to submit that it was hardly fair for any remarks to be made on the accuracy of his report.

The cross-examination of Mr. Malone was then resumed he said.—The item of Rs. 8,168-13-4, compensation in lieu of clothing, charged to the debit of defendant in Q does not appear in the divisional paymaster's settlement for June, nor in U which is the June abstract. The item of Rs. 104-9-0, cavalry equipment allowance, does not appear in either U or V. The item of Rs. 1,026-10-0, compensation for dearness of provisions, appears in V, but it was not taken into account in the payment of the 11th July, because I don't suppose that the bill had been passed. I was passed to the credit of defendant on the 19th July on the adjustment of the June abstract. In cash I believe that it never reached the defendants hands, I dont think that it could. I produce a document signed by Major Scott divisional paymaster which shows that the debt of Rs. 13,270-11-7, has been written off against the defendant on the 11th July. This document could not have been brought to the notice of defendant because it was made out after he left Mhow. The document Y refers to the statement marked S. The statement Q was made out in Bombay from one brought down from Mhow, it was brought down by me, by order of Col. Crawley, it had been produced to him at the orderly room on the 22nd of July when he directed it to be brought down to Bombay; that was the day after the defendant left. I believe that a telegram was sent by Major General Farrel immediately after the defendant left, but I don't know to whom. I don't know the purport of the telegram. A statement which was laid before Colonel Crawley on the 22nd July had been prepared and was in my possession before the telegram was despatched, it was prepared after I saw defendant on the morning of the 21st July. I left Mhow on the 30th July. I did not hear of the defendant's arrest, on the road from Mhow, until I came down to Bombay.

Re-examined by Mr. Dunbar.—An officer's sword is returned to him after the sentence of his court martial has been published, whether he has been cashiered or not, that is in accordance with the regulations of the army. The defendant was in open arrest from the 27th March until 18th July, that is he was allowed to take walking or riding exercise within the limits of the cantonment. Until the removal of the pay office to my house the defendant had the custody of the books and documents connected with the pay office. After the office was removed he kept the daily cash book, it is one of the regimental books. That book was in my possession for two days, and sent back to defendant on the morning of the 18th July, he has since kept it. The defendant told me the answer that the Commander-in-Chief made to his memorial about the removal of the pay office, was "with respect to the point mooted by defendant regarding the pay office having been removed from his immediate superintendence, His Excellency has assumed that would be the case on Captain Smales being directed to nominate an officer to act on his responsibility, that such a course would be the usual one by the analogy of a paymaster proceeding on leave of absence, he must abdicate the superintendence of his books for the time being, seeing that he is allowed to go away on a like condition, viz., that of nominating an officer to act for him."

Mr. Scoble said that he had a right to have the whole of the answer.

Mr. Dunbar objected to the admission of the whole of the letter.

His Worship said that he considered that the whole of that part of the letter should be read.

Witness continued and said, that he believed that he saw or heard the latter part of the paragraph. I believe that Captain Smales told me that he was at liberty to communicate with the Adjutant General again on the subject. When I said ledger I meant cash book, in my former evidence in connection with the book retained by the defendant. A daily account of the receipts and disbursements kept in the pay office since the removal of the office were kept on paper; those for June were handed to the defendant. I produce the daily disbursements and receipts for July, the defendant has those for June. At the committee that assembled on the 27th May the defendant and I were both present. The report of the committee was that there were no outstanding balance, not admitting of explanation, the list of outstanding balances amounting to Rs. 9,770-14-9. I examined the statement, and from the information I received and the explanation rendered by the defendant and Serjeant Bennet I did believe that they admitted of satisfactory explanation, I had to rely entirely on their information as nearly every item in this statement had been preferred before I took up the duty of acting paymaster, and this refers to this paper, a portion of the statement attached to No. 1. On the evening before that statement was handed in to the defendant said that he would have a statement ready by 12 o'clock next day; and if a balance was shown to his debit he would be prepared to hand it over. I did not take part in the preparation of the statement it was laid before me for signature. The committee left it to the defendant to show what cash balance he had in hand. At that time I believed it to be a correct statement, as I had not had sufficient experience to pronounce it to be a correct statement. I do not now believe it to be a correct statement. I do not believe that the first item on the debit side is correct. I should require the cash book to speak with accuracy on that item. I saw that cash book last on the morning of the 18th July at my house, I sent it to the defendant at his request by a servant. I did not then know that he was about to leave Mhow; at that time his sentence had not been promulgated. The book was sent at defendant's request, conveyed by the note, (L.) I afterwards visited him that morning, about two hours after the book was sent, and in the course of conversation I mentioned that the cash book had been sent to him and he said "yes, all right," or words to that effect.

Mr. Dunbar said that he now called upon his learned friend to produce the cash book.

Mr. Scoble said that he had not got it.

Witness continued,—I did not ask him for it at any subsequent interview. The cash book commenced before my time, probably a year before. I think the last entry in that book was made very early in June; the entries were made by Serjeant Bennet and signed by the person drawing the money. It contained all the receipts and disbursements during my time. The cash book would enable me to judge of the correctness of the first item in the account attached to No. 1. by debiting defendant with the advances received from the divisional pay office and crediting him with the disbursements made for the month of May. That book was produced before the committe of the 27th May and examined, I believe, by that committee; I cannot say whether they tested the accuracy of every item, they looked over the book and then left it in the pay office and adjourned till next day to give the defendant time to prepare a statement. The first item on the debit side of the account in No. 1 is shown as an unexpended balance. Although that account purports to be made up to the 27th May, in point of fact it only shows the account of the officers until the 30th April, the officers should have been settled with up to the 27th May or 27 days pay should be shewn as a debit to defendant. There are no accounts between defendant and the regiment or the defendant and the divisional pay master up to the 27th May or other accounts not included in this statement.

His Worship at this stage of the proceedings adjourned the further hearing of the case until (this day) Thursday at half past two o'clock.

LAW.

SUPREME COURT.—PLEA SIDE.

2nd and 12th August 1862.

(BEFORE SIR M. SAUSSE, C. J.)

Mahomed Hajee vs. Mahomed Cassum.

Mr. White and *Mr. Green* appeared for the plaintiff.

Mr. Westropp and *Mr. Dunbar* for the defendant.

Mr. White said he appeared to shew cause against a rule *nisi* obtained by Mr. Westropp in the course of last month whereby it was sought to set aside the award made in the above cause on the ground, first, that the award was made after the time for making it had expired, no due enlargement of the time having been fixed; and secondly, on the ground of the misconduct of the arbitrators. This case the learned counsel said, had been submitted to the arbitrators Mr. R. Godfrey and Mr. R. C. Rowlands, by order of the Court, dated 12th May last; the order referred all matters in dispute in the cause to the arbitration of those two gentlemen, who were to publish their award after a month and were empowered to enlarge the time for one month; the order provided for the appointment of an umpire by the arbitrators to facilitate matters, and the umpire had one calendar month to make his award; it also provided that the costs of the award be at the discretion of the arbitrators: there were the usual powers conferred on the arbitrators of taking evidence, and among them that of examining witnesses for the plaintiff and the defendant on their oath or solemn affirmation. The arbitrators appointed Mr. Wilcox as their umpire on the 19th May and also by an endorsement, dated 7th June enlarged the time of making their award to 7th July following. They made their award on the 26th June last, entering verdict in favor of the plaintiff for the sum of Rupees 9,128-5, which amount they ordered defendant to pay within a week, with costs of both sides. Since then defendant moved the Court to set aside this award on the two grounds already mentioned and filed a number of affidavits, which the learned counsel proposed to read.

Mr. Westropp.—I think it advisable that after the affidavits are read, the Court should examine the arbitrators *viva voce*.

Chief Justice.—I cannot make any order on the subject. I leave the parties as best advised. The arbitrators are principals interested in the complaint and they must have filed affidavits which should be read. If they are in Court, the Court will examine them if it thinks proper.

Mr. White then read the affidavits filed on behalf of the defendant. [These have already appeared in a former issue]. With regard to the allegation in the affidavits that the witness Shaik Dawood was examined on oath, the learned counsel remarked that it was perfectly discretionary with the arbitrators and that they were not obliged to administer oaths. The questions put to Shaik Dawood were quite immaterial and irrelevant to the issue, and the arbitrators, therefore, did not think it necessary to administer oaths to him. These were matters within the discretion of the arbitrators, and the defendant against whom the award was made was not justified in coming into Court to complain of matters which the arbitrators had power to dispose of in the manner they thought proper. With reference to the more serious charge of bribery preferred against the arbitrators, the defendant alleged that he paid Rs. 200 for Mr. Rowlands and Rs. 200 for Mr. Godfrey, that Mr. Rowlands gave a receipt stating it to be professional services, that no receipt was given by Mr. Godfrey, and that Mr. Godfrey had received a sum of Rs. 160 at his (defendant's) house. The arbitrators altogether denied the truth of this allegation. With reference to the offer of Rs. 2,000 alleged to have been made by defendant's arbitrator to compromise the suit, the learned counsel remarked that it was a bantering conversation which Mr. Khunderow had misunderstood. The learned counsel read the affidavits of Mr. Rowlands and Mr. Godfrey. In these affidavits, the deponents deny having received bribes from any of the parties in the suit, and state that the enlargement was made in due time. Mr. White then proceeded to remark that the case against the arbitrators was a very flimsy one, and that the defendant had exaggerated and magnified all the facts. The enlargement was made in due time, when Mr. Khunderow was not present, but the parties were. With reference to the evidence of Shaik Dawood, the learned counsel observed that it was immaterial, and the arbitrators attached no weight to it, nor did they take any note of it. As for the charge of misconduct, he remarked, it was improbable; the party who made it was singularly defeated and singularly unsuccessful—one who had misconducted himself in offering the bribe. The two persons who were brought to corroborate the allegation of bribery were altogether unknown to the arbitrators, and their story was quite improbable. Mr. Godfrey denied having ever received Rs. 200 from the defendant, while the Rs. 200 paid to Mr. Rowlands were for professional services unconnected with the arbitration and the receipt itself contradicted defendant's statement. Mr. Rowlands had been employed by defendant on a previous occasion to do some survey work, and that induced him (defendant) to employ him as arbitrator on his behalf, and Mr. Rowlands says he gave him the best advice he could. The learned counsel submitted that there was no case of misconduct made out against the arbitrators, and hoped that the Court would more readily believe an arbitrator who denied the charge than an unsuccessful party whose whole object seemed to be to delay the payment of the award. He offered the deponents to be examined by the Court.

Mr. Green on the same behalf urged that the story of the defendant was improbable, since if the arbitrators had received any bribe they would not have allowed the presence of third parties. Mr. Rowlands quite satisfactorily explained that Rs. 200 were for professional services. Defendant if he offered a bribe misconducted himself. With regard to the allegation that Shaik Dawood was not examined on oath, the learned counsel said that it is allowable to an arbitrator to examine any witness without oath or solemn affirmation.

Mr. Westropp before addressing any observations proposed to examine Bhow Sitaram, Mr. Rowland's interpreter, who would depose to the payment of the bribe.

Bhow Sitaram examined.—I was employed as turncock in the Bombay Water Works. I know Mr. Rowlands who was formerly Chief Engineer of the Works. He resigned the appointment. I know the defendant. I introduced him to Mr. Rowlands. He employed Mr. Rowlands to inspect certain premises: Mr. Rowlands gave a certificate; it was agreed upon to give Rs. 20 for each visit to Mr. Rowlands. I recollect paying Rs. 140 to Mr. Rowlands for which he gave a receipt. After that, no professional services, to my knowledge, were done by Mr. Rowlands for defendant. After the arbitration commenced I was employed on more than one occasion to interpret for defendant and Mr. Rowlands. In the month of May I recollect defendant speaking to me about a sum of Rs. 2,000 which he said Mr. Rowlands had offered to the plaintiff at the meeting of the arbitrators. Defendant saw that that was quite wrong, for, he did not owe that sum to plaintiff. He desired me to go with him to Mr. Rowlands. We went to Mr. Rowlands' and I asked Mr. Rowlands if it was the fact that he had offered Rs. 2,000 to the plaintiff. Mr. Rowlands said that he did make the offer in fun and that he did not mean to give Rs. 2,000. Defendant said that if Mr. Rowlands wanted any money for himself, he would pay it. Mr. Rowlands replied to this "very well." On the following day, the defendant brought Rs. 200 and paid them to Mr. Rowlands as a present. Mr. Rowlands when he took the money said nothing about any professional services. No receipt was given on that occasion. To my knowledge, no professional services were rendered by Mr. Rowlands then. About a week after at the request of defendant. I accompanied him to Mr. Rowlands' house. At that interview Mr. Rowlands told the defendant that some more witnesses must be produced at the meeting and that the plaintiff had paid Rs. 3,000 to Mr. Godfrey. Defendant remarked that plaintiff had no money and how could he pay it. Mr. Rowlands said that plaintiff had mortgaged the title deeds of his house with Mr. Godfrey. Mr. Rowlands said that if he, defendant, were to pay Mr. Godfrey some money, he would get him on his side. Defendant asked how much money would be required for Mr. Godfrey, and Mr. Rowlands said he would require Rs. 400. Defendant said that he would bring Rs. 400,—for Mr. Rowlands Rs. 200 and for Mr. Godfrey Rs. 200. Mr. Rowlands said "very well." I told Mr. Rowlands that defendant had no money then. Mr. Rowlands then told me to tell defendant to call at four o'clock that afternoon at the British Hotel in the Fort. At four I and the defendant went with the money to the British Hotel. Mr. Rowlands was not there, but I found Mr. Godfrey at the billiard table. I asked Mr. Godfrey where Mr. Rowlands was and he said that he would be there in a short time. About half an hour afterwards, Mr. Rowlands came, and asked me if all was right. I said yes. Then the defendant took out the money which he gave to me to be handed to Mr. Rowlands and Mr. Godfrey. There were two bundles of money, each for Rs. 200. Defendant said one was for Mr. Godfrey and the other for Mr. Rowlands. Mr. Rowlands went in and brought a receipt for Rs. 200. I read the receipt and gave it to the defendant. It was dated 6th June, it was the proper date. (Witness identifies the receipt). It was stated to be for professional services. I did not explain the contents of the receipt to the defendant but merely said it was a receipt for Rs. 200. Defendant wanted a receipt for the other Rs. 200, whereupon Mr. Rowlands remarked that was a present for Mr. Godfrey and no receipt could be given. Three or four days after, defendant came to me with reference to that receipt and said that it was stated to be for professional services, while the money was paid as a present, and he wanted another receipt. I went to Mr. Rowlands and asked him to give a receipt, but he declined to do so. A few days afterwards he came to me and asked me to tell Mr. Rowlands not to enlarge the time of award, as the time was up. I went with him to Mr. Rowlands and told him what defendant wished. Mr. Rowlands said that the time was already enlarged, and expressed his wish that the case should again go before the Court. Since I was ordered to attend the Court for giving evidence, Rustomjee Dossabhoy, Mr. Macfarlane's clerk, met me on the road and he asked me what I had to say in my evidence. I said I would state what I knew. He said "state what you know." Shortly before that Mr. Rowlands saw me and told me that I would have to make an affidavit for him. I said I would not make any affidavit. I refused both parties to make any affidavit. I said if I was summoned I would go to give evidence. On the first occasion when I was at Mr. Rowlands' house, Rustomjee was there and he said that in making the affidavit I would only have to state in writing what I knew, and that I would not have to take an oath.

Cross-examined by Mr. White.—I was not employed by the defendant to induce the arbitrators to take a bribe. I interpreted for him. I was not paid for that business. On one or two Sundays the defendant took some mangoes as a present for Mr. Rowlands. The sum of Rs. 400 was handed to Mr. Rowlands. I did not see Rs. 200 paid to Mr. Godfrey. Mr. Rowlands told the defendant once or twice to change his attorney. Mr. Rowlands once gave me a chit to be given to Mr. Godfrey at the Imperial Hotel.

Maneckjee Framjee examined.—I am proprietor of the Imperial Hotel. I have known Bhow Sitaram for the last five or seven years. About six weeks ago he came to the Hotel and asked if Mr. Godfrey was there. He said that he had come to see Mr. Godfrey in order to induce him to get the award made in defendant's favor. He said that he would pay me and Mr. Godfrey handsomely if I could get the award made in favour of defendant. I said I would not interfere. He began to persuade me to do the business for him, but I declined to undertake it. The following day he called at the Hotel and talked to the same thing to me, but I said decline.

Bhow Sitaram re-called.—I am known at the last witness six or seven years. What he says is not true.

Maneckjee Framjee continued.—On one occasion he came to my Hotel with a Mahomedan. He bought a bottle of beer from me and they both drank it in the street. This was two or three days before the award was made. Mr. Godfrey has been staying at my Hotel for the last two months. I did not see the Mahomedan at all. He was outside the Hotel. Bhow offered to pay me a reward if I succeeded in inducing Mr. Godfrey to make the award in favour of defendant.

Mr. R. C. Rowlands examined by the Court.—I have read the affidavit of the defendant. I know Bhow Sitaram and Mahomed Cassum. There was any conversation between me and Mahomed Cassum in presence of Bhow Sitaram about the offer of Rs. 2,000, in answer to the demand of Rs. 4,500 alleged to be made by Mr. Godfrey. I don't think I told defendant that he need not be afraid that he would lose his case. I don't think defendant said that if I wanted money he was ready to pay it: it was hinted about. When he spoke about money I told him it was no use spending money to influence the arbitrators which could not be done. The Rs. 200 which were paid to me were for professional services and I gave a receipt stating it. The professional services consisted in examining and valuing the work of his house. Defendant and Bhow constantly frequented my house since the arbitration commenced and took up a great deal of my time. At the time I received Rs. 200 I said to them that it was for professional services. When I was writing the receipt, defendant said he did not want it. Two or three days afterwards, they asked for a receipt, and I gave it. I never mentioned to defendant and Bhow that plaintiff had offered Rs. 3,000 to Mr. Godfrey. I don't remember defendant saying that plaintiff could not afford to pay that sum. There was some conversation but I do not exactly remember what it was. I never mentioned to defendant that plaintiff had deposited the title deeds of his house with Mr. Godfrey as security. I do not remember having said to defendant that he should first pay Rs. 400. I did not say that if defendant offered some money to Mr. Godfrey, he would get Mr. Godfrey on his side. I did not say that we must pay Mr. Godfrey Rs. 400. Bhow did not say that Mr. Godfrey had already received Rs. 160. He did not say that he would bring Rs. 200 for me and Rs. 200 for Mr. Godfrey. I once offered me Rs. 1,500 if I made the award in his favour. I said he might throw it into the sea, it was perfectly useless to influence the arbitrators. I called defendant and Bhow at the British Hotel, because they wanted to see me; but I did not ask them for money. At that time I did not tell them it was all right. Defendant never gave me any money at the British Hotel. He never said that one bundle of Rs. 200 was for me and one for Mr. Godfrey. There was nothing of the sort. I never gave a receipt at the British Hotel, but I gave one at my house. Bhow Sitaram wanted me to alter the receipt by striking out the words "professional services," and stating it for services as an arbitrator. Since that I have been paid Rs. 500 for my services as an arbitrator. I wrote to Bhow to make an affidavit, but he refused saying he had promised to Mr. Khunderow not to make an affidavit.

Cross-examined by Mr. Westropp.—I wrote my affidavit myself. I do swear there was no conversation about the alleged payment of Rs. 3,000 to Mr. Godfrey. I cannot say how I passed over the statement in my affidavit. I do not remember there was anything said about the title deeds of plaintiff's house being lodged with Mr. Godfrey. It might have been said. I can swear that there was no conversation about the title deeds. I have a treacherous memory. I do positively swear that there was no such conversation. I cannot swear whether the date in the letter for the enlargement of the time was 7th or 12th. I made an award for the full amount claimed in the bill of particulars. I examined the premises and gave a certificate. [The certificate stated that the work was badly done, and that defendant was entitled to certain deductions upon the sum agreed upon]. We gave the award for the full amount, because defendant brought no evidence to corroborate the certificate. I acted upon the evidence brought before us and not upon my knowledge of the state of the premises. There was a great deal of work done by plaintiff which was not specified in the agreement. The suit was upon that agreement, and we had the agreement before us in arbitrating upon it. I did not allow any of the deductions which I recommended in my certificate, because there was an extra work done, which compensated for the deficiencies. I thought defendant would have made a better case, if he had taken the trouble to bring more evidence. I had a knowledge of his case myself, but I acted upon the evidence brought before me. The P. and O. Company has brought an action against me in the Small Cause Court for the passage-money of my girl as an adult while I had tendered money for her as a child between three and ten years old. She is, however, older than ten years. I did not intend to defraud the Company. I recollect examining a witness, Shaik Dawood, without administering to him oath or solemn affirmation at one of the meetings of the arbitrators. He deposed to the character of the defendant. I gave a certificate to Bhow Sitaram for his faithfulness and integrity. I don't consider it a high character. I have no high opinion of him; he is addicted to drinking. He may be trusted to a certain extent. I do not remember having been ordered out of Court by a learned counsel on any occasion for being in liquor. I cannot say why defendant visited me at my house since the arbitration commenced. After the meeting of 7th June, Mr. Godfrey was ill and unable to attend the meetings for some days. I did not tell Mr. Khunderow that Mr. Godfrey had received a beating in a brothel, or a beating for interfering with some one's wife or concubine. We received no evidence on behalf of the plaintiff as to any of the items in the bill of particulars. We made the award upon the measurement and value of the works. We acted upon what we saw. There was no evidence given of the measurement or value of the works.

Mr. Westropp.—How does it accord with your doctrines that you acted upon the evidence and not upon your own knowledge.

Witness.—I cannot say.

Mr. Westropp.—You must give an explanation. [Witness makes no reply]. Have you not a word to throw to a dog.

Witness continued.—I had heard that my friend had been punished and was unable to attend. I had a certificate and would stick to it. I believe we had enlarged the time before I received a letter from defendant's solicitor withdrawing my authority to proceed with the case.

Re-examined by Mr. White.—By the order of the Court we were entitled to proceed exparte. We gave the best award we could under the circumstances. The agreement was rather vague. Plaintiff had done extra work not specified in the agreement. It was after three or four sittings of the arbitrators, defendant attempted to bribe the arbitrators. He persisted in his attempts, but did not succeed.

Mr. Robert Godfrey examined by the Court.—I received no money from the defendant in the cause in which I was an arbitrator. Defendant never offered me any money directly. No person ever came to make an offer on behalf of the defendant. In conversation Mr. Rowlands told me that defendant would not mind giving Rs. 3,000, if I made the award in his favour. Mr. Rowlands did not make a proposal to that effect, but merely made the remark in conversation. I said I would not like to hear such an offer made to me.

Cross-examined by Mr. Westropp.—We enlarged the time on the 7th June. I did not know Bhow Sitaram, until I saw him in the Court. I received my fee as arbitrator on the 26th June, the day on which we made the award. Mr. Rowlands received his fee at the same time. Each of us received Rs. 500. The day I handed in the award, plaintiff handed me the money. The sum was named two days before. The costs of the award were ordered to be paid by defendant. I was absent at one of the meetings. Some Mistries were examined as witnesses. I never saw either the plaintiff or the defendant at the British Hotel. The cause of my indisposition was a broil in an hotel.

Examined by Mr. White.—We calculated the amount by the measurement and value of the work done.

Mr. Westropp then offered defendant for cross-examination, which was refused.

Owing to the lateness of the hour, Mr. Westropp reserved his observations for another day, and the investigation was adjourned *sine die* until after the constitution of the High Court.

SMALL CAUSE COURT.

Wednesday, 13th August 1862.

(BEFORE J. F. HOLE, ESQ.)

Jewanbye, widow of Byramjee Jamsetjee vs. Byramjee Rustomjee and Nesserwanjee Eduljee.

Dr. Reid appeared for the defendants.

The action was brought to recover Rs. 35, being the damages alleged to have been sustained by plaintiff by the negligence and carelessness of the workmen employed by defendants in repairing their house, adjoining that of the plaintiff, in permitting the building materials to fall, and erecting a scaffolding on the roof of the plaintiff's house, and also breaking a gutter and a wall of a privy belonging to plaintiff.

The case which had stood over on three postponements, proceeded in the absence of Mr. Green who had been instructed on behalf of the plaintiff and who was expected to be in Court in a short while. After the examination of the plaintiff had proceeded a little, Mr. Barton, under the instructions of Mr. Bickersteth's clerk, intimated that Mr. Green would not be able to attend and applied to the Court to have the case struck out, which the plaintiff thought a safer course to adopt than to proceed with the case in the absence of her counsel. His Honor, in striking out the case from the board, remarked that the case had been postponed three times before on account of Mr. Green's non-attendance, and he did not know to what expense the plaintiff was subjected to in consequence thereof. His Honor considered it a most improper thing on the part of a counsel to accept the brief and then absent himself without shewing a reasonable cause.—*Cause struck out.*

Jayanteebye, widow vs. Custooree Naiqueen, Vunna Kemda, Jetta Raja, and Donga.

Mr. Nesserwanjee appeared for the plaintiff.

Mr. Barton for the defendants.

This was an action of trespass brought to recover damages to the amount of Rs. 150, the particulars whereof were stated in the summons as follows:—"for that the defendants did on the 28th of July wilfully and illegally enter the plaintiff's abode under a writ of attachment issued against the property of one Tattia Luxmon *alias* Luxmon Babajee who is not a lodger or inmate with her, and did use threatening language towards her and create a disturbance notwithstanding her remonstrances, by means of which four tolas of gold were lost and the dinner prepared by her for the boarders was defiled, and the whole of the house and images therein were polluted and defiled to her damage of Rs. 150."

The plaintiff is a Brahmin widow keeping a boarding-house for people of her caste; the first defendant Custooree is a dancing girl, and the other three defendants are Marwaree pawn-brokers.

It appeared from the evidence of the plaintiff and her witnesses that at about nine o'clock in the morning of the day in question the defendants came to plaintiff's house in company with a bailiff for the purpose of executing a writ of *fi. fa.* taken out against the plaintiff's son, Tattia Luxmon, in respect of a judgment obtained against him in this Court by Custooree for Rs. 80. Tatia was not present in the house at the time, nor was he in the habit of living in his mother's house. There was no property of Tatia in the house, and the old woman, therefore, protested against any of her property being attached. The defendants did not heed her remonstrances and forcibly effected their entrance into the house. Custooree and the bailiff kept looking on, while the rapacious Marwarees laid their hands upon every thing they could find in the room; they broke open a large box, and, removing the lid one of them got into it, and abstracted its contents, among them a piece of gold which was not accounted for by them in the list produced before the Court; they also trespassed upon the plaintiff's place of worship which they defiled and from which they removed the images of gods and their appendages as they also defiled by their touch the meals which the plaintiff had prepared for her Brahmin boarders. While the defendants were removing the property, plaintiff sat crying outside the door, being ordered out of the room by the bailiff. Plaintiff afterwards brought an interpleader suit, which has not yet been tried, and she saw all her articles lodged in the Court, with the exception of the piece of gold weighing four tolas. According to the notions of the Hindoo religion, she was polluted, and by these presents We do accordingly, for Us, Our heirs and successors, erect and establish, at Bombay, for the Presidency of Bombay, aforesaid, a High Court of Judicature, which shall be called the High Court of Judicature at Bombay, and We do hereby constitute the said Court to be a Court of Record.

2. *Constitution and first Judges of the High Court.*—And We do hereby appoint and ordain that the said High Court of Judicature at Bombay shall, until further or other provision shall be made by Us or Our heirs and successors in that behalf, in accordance with the recited Act, consist of a Chief Justice and six Judges, the first Chief Justice being Sir Mathew Richard Sausse, Knt., and four of the Judges being Sir Joseph Arnould, Knt., William Edward Frere, Esq., Henry Hebbert, Esq., and Alexander Kinloch Forbes, Esq., according to the appointments made by the said Act; and We do hereby constitute and appoint Richard Couch, Esq., being qualified under the said Act is declared to be a Judge of the said High Court.

3. *Declaration to be made by Judges.*—And we do hereby ordain that the Chief Justice and every Judge of the said High Court of Judicature at Bombay, previously to entering upon the execution of the duties of his office, shall make and subscribe the following declaration before such authority or person as the Governor in Council may commission to receive it:—

"*I. A. B.*, appointed Chief Justice [*or a Judge*] of the High Court of Judicature at Bombay, do solemnly declare that I will faithfully perform the duties of my office to the best of my ability, knowledge, and judgment."

4. And We do hereby grant, ordain, and appoint that the said High Court of Judicature at Bombay shall have and use, as occasion may require, a seal bearing a device and impression of Our Royal Arms, within an exergue or label surrounding the same, with this inscription. "The Seal of the High Court at Bombay." And We do further grant, ordain, and appoint that the said seal shall be delivered to and kept in the custody of the Chief Justice, and in case of vacancy of the office of Chief Justice, or during any absence of the Chief Justice, the same shall be delivered over and kept in the custody of the person appointed to act as Chief Justice under the provisions of Section 7 of the recited Act; and We do further grant, ordain, and appoint that, whensoever it shall happen that the office of Chief Justice or of the Judge to whom the custody of the said seal be committed shall be vacant, the said High Court shall be, and is hereby authorized and empowered to demand, seize, and take the said seal from any person or persons whomsoever, by what ways and means soever the same may have come to his, her, or their possession.

Seal.

5. *Writs, &c., to issue in name of the Crown and under Seal.*—And We do hereby further grant, ordain, and appoint that all writs, summons, precepts, rules, orders, and other mandatory process to be used, issued, or awarded by the said High Court of Judicature at Bombay, shall run and be in the name and style of Us, or of Our heirs and successors, and shall be sealed with the seal of the said High Court.

6. *Appointment of Officers.*—And We do hereby authorize and empower the Chief Justice of the said High Court of Judicature at Bombay from time to time, as occasion may require, and subject to any rules and restrictions which may be prescribed by the Governor in Council, to appoint so many and such clerks and other ministerial officers as shall be found necessary for the administration of justice, and the due execution of all the powers and authorities granted and committed to the said High Court by these our Letters Patent. And We do hereby ordain that every such appointment shall be forthwith submitted to the approval of the Governor in Council, and shall be either confirmed or disallowed by the Governor in Council. And it is Our further will and pleasure, and We do hereby, for Us, Our heirs and successors, give, grant, direct, and appoint that all and every the officers and clerks to be appointed as aforesaid shall have and receive respectively such reasonable salaries as the Chief Justice shall, from time to time, appoint for each office and place respectively, and as the Governor in Council shall approve of: Provided always, and it is Our will and pleasure, that all and every the officers and clerks to be appointed as aforesaid shall be resident within the limits of the jurisdiction of the said Court so long as they shall hold their respective offices; but this proviso shall not interfere with or prejudice the right of any officer or clerk to avail himself of leave of absence under any rules prescribed by the Governor in Council, and to absent himself from the said limits during the term of such leave, in accordance with the Rules.

Admission of Advocates, Vakeels, and Attorneys.

7. *Powers of High Court in, admitting Advocates, Vakeels, and Attorneys.*—And We do hereby authorize and empower the said High Court of Judicature at Bombay to approve, admit, and enrol such and so many Advocates as to the said High Court shall seem meet, who shall be and are hereby authorized to appear and plead for the suitors of the said High Court subject to the rules and directions of such Court.

8. And we do further authorize and empower the said High Court of Judicature at Bombay to approve, admit, and enrol such and so many Vakeels as to the said High Court shall seem meet, who shall be and are hereby authorized to appear, plead, and act for the suitors of the said High Court, subject to the rules and directions of such Court.

9. And We do further authorize and empower the said High Court of Judicature at Bombay to approve, admit, and enrol such and so many Attorneys-at-law as to the said High Court shall seem meet, who shall be and are hereby authorized to appear and act for the suitors of the said High Court subject to the rules and directions of such Court.

10. *In making rules for the qualifications, &c., of Advocates, Vakeels and Attorneys.*—And We do hereby ordain that the said High Court of Judicature at Bombay shall have power to make rules for the qualification and admission of proper persons to be Advocates, Vakeels, and Attorneys-at-law of the said High Court, and shall be empowered to remove, on reasonable cause, the said Advocates, Vakeels or Attorneys-at-law, and no person whatsoever but such Advocates or Vakeels shall be allowed to plead for, or on behalf of, any suitor in the said High Court; and no person or persons whatever but such Vakeels or Attorneys-at-law shall be allowed to act for any suitor in the said High Court, except that any suitor shall be allowed to appear, plead, or act on his own behalf, or on behalf of a co-suitor.

Civil Jurisdiction of the High Court.

11. *Local limits of the ordinary original jurisdiction of the High Court.*—And we do hereby ordain that the said High Court of

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THE LAST EXPERIMENTS AT SHOEBURYNESS.

(From the London Review, July 12.)

ONE of those terrible assaults of arms which periodically occupy the shore at the mouth of the River Thames took place on Monday last. On that day the 12-ton or 150-pounder Armstrong gun was pitted against the new *Minotaur* target, and the fight proved fatal to both sides. The new target, like the old *Warrior* target, takes its name from the ship whose plated side it represents. Four ships, however, are already being built and armed on the *Minotaur* system, and the experiment accordingly, as to the comparative strength of the *Warrior* and *Minotaur* armour, was one attended with some anxiety. The spectators of the trial travelled by special train. They left Fenchurch-street at 9 A.M., and reached Southend, forty-two miles off, at 10 A.M. From Southend a pretty winding road, six miles long, brought them through some of the richest corn land of Essex down to Shoeburyness. The Ness of Shoebury is nothing more than a point of land at the river mouth facing seawards and commanding at low water an immense stretch of foreshore. When the tide runs out there is a range of fifteen miles of hard sand, over which the batteries of rifled ordnance can fire with perfect safety. It is an admirable artillery ground, and was the early scene of all the experimental practice and contests of steel rifled guns. Since the adoption of the Armstrong gun, a school of gunnery has been instituted here in addition to the experimental station, and now the two establishments are so flourishing and important, that Shoeburyness is a large military settlement. The experiments against iron plates do not, however, take place at the ordinary ranges. The sand would be an insecure foundation for heavy iron targets. These experimental conbats come off in a meadow alongside the river, and out of the way of the powder-magazines and barrack-roofs. This meadow seems almost below the river level. At all events, it is divided from it by an embankment, against which the iron targets are placed. Here stood the famous *Warrior* target until taken to pieces, and here stand now the battered remains of Fairbairn's, Thornycroft's, Samuda's, Scott Russell's, and other similar constructions. Amongst them on Monday last was the *Minotaur* target, conspicuous for its clean undinted front. It seemed about 10 feet high and 20 feet long, and stood nearly upright, but supported on either side by massive granite masonry, and resting in the centre against an immense timber framework behind it. The whole face of the target consisted of four oblong iron plates of 5½ inches thickness. Behind the plates there was a coating of teak-wood 9 inches thick, and behind the teak came the stout iron skin or structure of the ship, with deep massive vertical iron ribs set up at intervals of only 18 inches from each other. This target seemed even stronger than the *Warrior* target, which had more wood, but was armed with iron plates 4½ inches thick instead of 5½ inches.

Two hundred yards away from the target stood the guns forming the most formidable battery ever mounted. In the middle was the twelve-ton Armstrong gun. Next to it stood the 112 cwt. cast-iron 68-pounder, and on either side of these were ranged three 110-pounder breech-loading Armstrong guns, and one 140-pounder muzzle-loading rifled Armstrong. The interest centred in the twelve-ton gun, which dwarfed the others rather than looked large itself. It is, however, 13 feet long, and 8 feet 2 inches in diameter at the breech; the bore of the gun is 10 feet 4 inches long and 10½ inches wide. Presently, amidst the inspection of the combatants, the bugle of an artilleryman sounded "attention," and all the company filed off for shelter. This is a most necessary precaution, for in firing at these iron plates both the shot and the target throw off splinters in every direction, and to a great distance. On the present occasion a fragment of plate was nicked up 800 yards away. Half of the visitors find this shelter in a strong casemate built of granite with brick-arched roofing, which stands near the target. The others go farther off to where Mr. Scott Russell's target has been removed, and covered in with stout timber planking. A few more notes in challenge and reply are sounded from the bugle, and then with a dull heavy *thud* comes the first shot of the day. It is a cast-iron 156-lb. round shot from the twelve-ton Armstrong gun, fired with a charge of 50 lb. of powder, and aimed at the bull's-eye in the centre of the centre plate of the target, at a distance of 200 yards. A momentary interval follows the firing of the shot, during which the fragments of iron fall harmlessly, and then every one rushes out of cover, and hurries to the target to examine the effect. The shot has struck the centre fairly, and where it struck there is a great round cup-shaped hole a foot and a half deep, slightly narrow at the mouth than half-way in, and holding at the bottom a little heap of crumbled fragments. There is no craking of the armour-plate which is of splendid iron and workmanship. The shot seems to have burst clean into the heart of the target, churned for itself a deep round pit there, and then disappeared in a mass of iron dust. At the back of the target the destruction is even more impressive. Two of the massive ribs are bodily broken through, and deeply bent. The iron skin is bulged and rent in every direction, whilst bolt-heads and screw-nuts are lying about broken short off from their places by the tremendous concussion. Meanwhile a *cordon* of soldiers has been formed in front of the target, and within the *cordon* are the authorities taking note of the effect of this first shot, which has evidently done more mischief than they had looked for. Soon the spectators retire again for the second shot, which is also cast-iron one, from the same 12-ton gun with the same 50-lb. charge, and which is to be aimed at a new bull's-eye painted in the centre of the top plate. The same rush to the target follows this shot, and this time there is no mistaking the success of the gun. There is a clean smash through the target. Though the mischief looks much the same in front, yet from behind it seems far more serious. There is plenty of daylight visible through the target, and, to make assurance doubly sure, the very portion of the armour-plate that received the blow of the shot is picked up six yards behind the target, bearing the strained ripple-marks caused by the impact of the shot, and fringed with teak splinters caught in its passage through wood, skin, ribs, and all. But it appears that each plate of the target is forged or rolled by a different manufacturer, and so a third shot is fired at the centre of a third plate. This is the lowest plate of all, and might well be the strongest; but the effect of the shot is more unequivocal than ever. Shot and plate are both driven clean through the target, and when picked up separately behind, are found to fit each other like a great cup and saucer. The shot, however, is reduced to a conical form, and to about 15 or 20 lb. in weight. All the back part of it has been, as usual, crumbled into pieces.

The gun is now loaded with a wrought-iron shot of 162 lb. The same charge of 50 lb. of powder is put behind it, and this time the fourth and last remaining plate is taken for trial. The new shot wipes out the very bull's-eye, shatters the supports of the target, and twists the whole plate backward out of place. But it has not passed through. There it remains dinting in the armour and flattened out to twice its proper size. While the whole party are speculating on this unexpected result, it is whispered that something has happened to the gun itself. The rumour is too true. When the last shot flew from the muzzle of the gun, the breech blew out at the other end of it, and this was the reason why the target suffered so little. After firing away nearly 7,000 lb. of powder and 25,000 lb. of shot the monster gun was *hors de combat*. Happily no one was injured by this accident. The gun had long been considered dangerous, and was only used with precaution; besides this, there were no fragments. One great piece alone, containing the screw-ping, came away, and bounded off fifty yards to the rear, leaving the gun open from end to end. The Admiralty were at last revenged. Their target had been smashed; their admiration for the gigantic new ships had been shown inferior to the old armour of the *Warrior* class, but now the conqueror of both was dead. Then came the question, how had it happened? The answer seemed unanimous. The gun had been strained by heavy charges. In the first instance, it had been designed for a charge of 42 lbs., but 60 lb. of powder had been habitually used with it. Besides this, it had been discharged with charges of 60 lb., 70 lb., 80 lb., and 90 lb. of powder successively. These enormous proof-charges had been fired intentionally, but they were out of all ordinary proportion. The proof-charge of the 68-pounder is 28 lb. as compared with a service-charge of 18 lb., and the larger the gun is the further is the proportionate magnitude of the proof-charge diminished. Mr. Whitworth has even refused to permit his 7-inch gun, which weighs 7½ tons to be proved with more than 35 lb. of powder, and yet the latter gun is 67 cwt. heavier than the Armstrong 110-pounder gun of a like calibre of 7 inches. Sir W. Armstrong, on the contrary, has not flinched from the severest tests. It was important to discover the weak point of the new 12-ton gun, and the discovery, as it appears, has at last been made. No doubt the gun received considerable injury from the heavy charges, and that injury has gone on increasing until this result. If it be true, however, that the real difficulty of an inventor is to discover the weaknesses of his inventions and its evil liabilities rather than to apply the remedies this failure of the monster gun will not be entirely thrown away. On the other hand, it would have been a serious thing if, for want of courage in testing the strength of the new monster ordnance by using monster charges, we had committed ourselves to an inferior pattern. There can be little doubt that the new 300-pounder which is said to be nearly ready will possess all the requisite characteristics of the weight and strength, and we have faith enough in the coil system of construction to believe that any amount of strength for any size of gun can be got out of it, and at present out of it alone. In fact, there is no alternative system. At this moment the coil system of construction is the only one upon which great guns can be safely manufactured. Mr. Whitworth and Mr. Lynall Thomas, amongst others, have both adopted it, and it is remarkable that in spite of the supposed obstructive character of Sir William Armstrong's official position, he has not interfered to prevent these gentlemen from manufacturing in the royal gun factory, of which he is superintendent, and upon the system and by the very processes which he had himself introduced and perfected,—guns which are called by their names, but which are in reality nothing more or less than Armstrong's guns rifled upon Whitworth and Thomas principles.

THE TOURNEY OF LORDS AND COMMONS.

(From the Spectator, July 12.)

WIMBLEDON has extinguished the memory of Eglinton. The prowess of ancient chivalry has been once more revived in modern form, and British legislators have shown that, in case of need, they can use the rifle quite as well as the tongue, and hit a bull's-eye at five hundred yards with no less accuracy than a political opponent on the floor of St. Stephen's. The tourney which came off on Wimbledon Common on Saturday last will form an event in Parliamentary history. In the afternoon, while the rain was pouring down in streams, keeping cockneys in their counting-houses and their glazed exhibition shed, a cavalcade of four-in-hands drove dashingly up among the thousand tents of the encamped Volunteer force, and the chosen champions of the Lords and Commons stepped down in the mud, and began to prepare for the serious tournament. To the uninitiated eye there was nothing particular in the appearance of the Parliamentary combatants—they seemed to be mere ordinary mortals in shooting-jackets and pork-pie hats, and some of them looked suspiciously, in waistcoats, pantaloons of extraordinary hue, like "young men from the country." The Lord Chancellor in his robes, was nowhere to be seen, the Speaker's mace was undiscoverable, and not even the Sergeant-at-Arms seemed prepared to keep order on Wimbledon Common. Yet, as one familiar face after the other peeped out of rugs and mackintoshes, shaking off the rain like wet poodles, it became clear that the knights assembled were of the most exalted rank, members not only, but shining lights of British legislature. As if to hail their presence the sun broke forth at this moment in glorious splendour, changing by enchantment the whole appearance of the scene. The legion of tents, dotted around, as far as eye could reach, on the green grass; the countless flags and steamers in all the colours of the rainbow; pretty semi-detached villas, with prettier faces in the windows, overlooking the common; the vast dome of Richmond Park in the foreground, and the Surrey hills, a true English picture of verdure and quiet beauty, in the back, formed altogether a panorama of surpassing loveliness. It was a sight not easily forgotten by the spectators of the first modern tourney of the Lords and Commons of Great Britain.

Punctually at three o'clock the twenty-two champions of the Upper and Lower House of representatives moved in two divisions into the field, under the command of their respective leaders. Earl Ducie, with a red cross on his right arm, led the Lords, and Viscount Bury, wearing a similar mark of distinction, guided the Commons of the realm. After a short march, the two armies halted on the slope of a green hill, and without much ceremony squatted down on the grass. A few sticks driven into the ground, and a stout rope across, formed the lists; two score chairs, filled in an instant with fair and noble occupants, made a splendid amphitheatre, and a hundred rain-braving spectators, crowding close around, completed the enclosure of the field of tourney. Noel Long, and the fire of a signal-gun announced that the contest was to begin at the range of two hundred yards. The honour of the first shot belonged to the Lords, and James Hamilton, Marquis of Abercorn, lifting his rifle and taking careful aim, sent his bullet into the centre of the target. Lord Bury, of the Commons, followed with the same result; after which, the Duke of Marlborough made a bull's-eye with his first shot. The red-blue-and-white flag in front of the target had no sooner been lifted, when a general cheer arose from the ladies' tribune, which, as it brightened the faces of the Lords, seemed to disconcert the spirit of the Commons. A whole round was fired by the Lower House without any other effect but the popping-up of black or white flags, and honourable members began to rush around the lists in wild despair, when at last Lord Elcho hit the eye and got the silver blue-and-white as reward. Lord Bury followed; but another score of shots from the Commons were productive of no great results, while the Lords—foremost among them the Marquis of Abercorn, the Earl of Airlie, and Lord Wharncliffe—made one bull's-eye after the other. The excitement now became intense. The circle of fair ladies in the background, not disguising the fact of their relationship with the Upper House, cheered vehemently whenever the tournament declared in favour of a lordly combatant, while the net result of a misguided rifle of the Commons elicited soft cries of derision. The effect of these faintly musical sounds on the members of the Lower House was deplorable. Some of them, in the immediate neighbourhood of the fatal amphitheatre, got visibly excited, while others, located at a safer distance, gave way to mute despair. The Honourable Member of Haddingtonshire kept hurrying round the lists, his red shirt fluttering in the breeze, and the wide-awake on the back of his head: while the junior representative of Bradford, known to be one of the "crack shots" of England, was flurried to the extent of dropping his spectacles, and missing the target altogether. On the other hand the Lords preserved their equanimity like grand seigneurs and old deer-stalkers. Disdaining to lose time and temper in loading their own guns, as was done by the humble Commons, they left the service to brisk attendants, whiling away the spare minutes at the feet of fair friends, and seeking courage in angelic faces before marking bull's-eyes. Thus the time passed on, and each of the eleven Lords and Commoners having fired his seven shots, the official umpires read off the scores of the rival combatants, declaring the issue to be, by a majority of seven, in favour of the Upper House. Thereupon arose another musical cheer from the jubilant amphitheatre, and the scene of battle was ordered to be transferred further south to the long range, to get through the second act of the tournament.

Meanwhile, and before the removal had been effected, another spectacle was played through, close to Lords and Commons, scarcely less interesting than the great legislative tourney itself. The aristocracy of the future, the valiant youths of Harrow, Eton, Marlborough, and Rugby, held their own rifle match at the side of their sires, showing themselves nearly as practised and even more enthusiastic in the exercise of the craft. It was a goodly sight to observe the proud little fellows march up in their smart uniforms to the halting-point, wheel round at the word of command, take a short and sure aim at the distant target, and pop off their guns with an involuntary cry of exultation. The contrast between Young England and Old was striking, and by no means in favor of the latter. While the sires, in adjusting their rifles, were sitting and kneeling—some even, in ungraceful posture, lying on their bellies, unmindful of the fair amphitheatre—the boy-volunteers stood proudly upright with their weapons of war, marching, halting, and firing with a *veni-vedi-veci* look and gesture. There was one splendid little Harrovian who scarcely seemed to aim at all, but sinking his rifle into his extended left, drew the trigger as soon as levelled. And every time the trigger was pulled, the tricolor or the black flag popped up in the distance, and a wild shout of satisfaction from outside Harrovians proclaimed the coming victory. The sounds of joy, however, in each instance, met with an equally violent echo of grief. Groups of small Etonians eagerly watched the rifles of the Harrovians, trembling last the Ashburnham shield or the Spencer cup should fall to the share of the latter. Many a little man there was whose excitement far surpassed the interest taken by either Lords or Commons in the rifle tourney. It was a positive relief to strong-minded spectators when it was announced at last that the victory was shared equally between Harrow and Eton, the former gaining the shield, and the latter the cup. Singularly enough, the best shot among the Etonians, and the one to whom the victory was chiefly due, proved to be a member of the House of Lords, the juvenile Lord Eldon, whose seat on the scarlet benches of St. Stephen's is not to be filled till the year 1867. It seems clear that though the Commons know more about talking, the Lords are sharper in shooting.

But the second act of the Parliamentary tourney remained to be performed. The fair amphitheatre, followed by the train of combating knights, having moved to the five hundred yards' range, the battle began anew. The elements, this time, were far less favourable than during the first part of the struggle, and before even Lord Abercorn had lifted his rifle for the first shot, the clouds opened and the rain began pouring down in streams. For some minutes, ladies, lords, and commons stood the attack bravely, under the shelter of small umbrellas and smaller parasols; but the cataract continuing in true British fashion, a general *sauve-qui-peut* ensued, and the enemy was left for half an hour in possession of the field. The first rays of the sun brought back the fugitives to now decidedly more uncomfortable quarters. However, all took their places cheerfully; the fair and noble damsels squatted down on the damp ground with far less reluctance than would have been shown by farmers' wives. That they were a shade less lively was evident nevertheless; and perhaps this was the cause which for a moment brought greater luck to the Commons. The valiant member for Bradford, so unfortunate before, made three bull's-eyes in succession, and even the Conservative deputy of Aberdeenshire got his bullet once into the centre of the target. Probably, the Commons would have carried off the palm of victory, but for the strange mishap of the juvenile representative of Weymouth, whose rifle seemed bent on killing the deer in Richmond Park rather than the coveted bull in the field. It was too much for the risible faculties of the fair judges in the background, and the musical laughter which greeted each shot into the blue air was fatal once more to the aspiration of the Lower House. At last, when the yellow flag of despair came to be more and more frequent on the horizon of the Commons, and the red-blue-and-white stood out more brilliant before the Lords, the conviction became general that the elected representatives of the British nation had been unmistakably beaten by the hereditary lawmakers. A strange and almost solemn silence prevailed when, finally, the two umpires stepped forward in front of the contending hosts, and began reading from their tables the official result of the tournament. "Gross total for the Lords, 411; ditto, for the Commons, 349. Majority for the Lords, 62." It was more than a defeat, and was felt to amount to an all but complete rout of the Lower House. For a moment the Commons looked desperately blank, and the sight of waving cambric handkerchiefs within a short distance was not of a kind to raise the drooping spirits. The gallant member for Haddingtonshire was the first to recover his composure. "Now, let's give three cheers for the Lords!" he cried, in spirit of magnanimity; and the hurrah having been lustily responded to, the Lords, in their turn, in a faint cheer, did honour to the spirit of the vanquished opponents. At this moment the sun broke forth with renewed splendour over the field, illuminating the groups of ancient *tumuli* which Cesulin of Wessex and Ethelbert of Kent heaped on the graves of British warriors nigh thirteen hundred years ago. Tents now surrounded the *tumuli*, and not only Essex and Wessex had, as of old, their warriors on Wimbledon Common, but the riflemen of the three kingdoms had repaired thither for battle. Clearly, there was history below and history above the ground; and not a few were there on Wimbledon field on Saturday who seemed to feel that the rifle tournament of our age, participated in by Lords and Commons, grey-haired men and fair-haired youths, Old England and Young England, will come to form one day quite as important a chapter in the annals of the British race as the contest between Kings Cesulin and Ethelbert.

THE NEW WAR IN CHINA.

(From the London Review, July 12.)

THE principle of non-intervention in the civil wars of other nations has many advantages, and neutrality saves a great deal of trouble and expense. By good management we have got free from our share in the interference with Mexican affairs, and up to the present moment we have kept clear of the civil war which is now raging on the other side of the Atlantic. Though the interests of our cotton manufactures have been imperilled and commerce generally has suffered so much from the American civil war, we have thus far maintained a strict neutrality. With an ambassador or representative accredited to only one of the contending parties, we have still kept friendly with the other, and have not even offered to give counsel to either party in the contest. But this principle of neutrality has been broken in another country, where civil war and anarchy prevail. In China even when we are at war with the Government, our commerce does not appear to suffer, and civil war has no prejudicial effect on our imports of tea and silk. Since the great rebellion began in that empire our imports of silk have increased enormously, and China has furnished the supplies so much wanted when the Continental crops failed. In 1852, the export of silk for the year ending 30th June was 20,631 bales; in 1853, the year when Nankin was first taken by the Taipings, the export reached 28,076 bales; the next year it amounted to double that quantity, and has even been as high as 42,160 bales, worth nearly eight millions sterling. But the most remarkable year is that ending 30th June, 1854, when the export doubled, for nearly all that time the city of Shanghai was in possession of insurgents—distinct, however, from the Taipings. The city was held for eighteen months, and then recaptured by the Imperialists, assisted by a small French force. The British, then at peace with the Emperor, did not interfere to recover the city for him. In 1860, when we were at war with the Emperor of China, the real Taipings conquered all the country around Shanghai, and threatened to take that city. The Imperial authorities of the place besought the British consul to give assistance. However extraordinary it may appear, the assistance was given, and though the insurgents gave incontestable proofs that they would not injure foreign property, yet they were fired upon whenever they came into the neighbourhood. They retired without returning a shot, and though the whole surrounding districts were in their possession, did not interfere with our trade or retaliate in any way. In the following year the exports of silk from China to Great Britain and France increased 30 per cent. So far as we are concerned, therefore, we cannot find just cause for attacking the Taipings on account of their interfering with British trade in China, especially as the statistics of tea are equally remarkable, although that produce is not so dependent on Shanghai as silk is. The prospect at present is that the export for the season ending 30th June will be nearly 100,000,000lb. to Great Britain, one of the largest on record.

Since 1860 there has been no Taiping attack on Shanghai, but since the beginning of this year it has been feared that the insurgents would attempt it, as they had been occupying places about twelve or fifteen miles distant. Since the treaty was finally settled by Lord Elgin, the British have been interested in Shanghai remaining in Imperial possession, for a small portion of the imperial customs there collected is apportioned to pay off the indemnity due to us for the war expenses. The whole indemnity amounts to about two millions sterling, our actual expenses being over five millions; perhaps, therefore, we had some reason to be anxious to get as much as we could from the Chinese, and Shanghai was the best revenue-producing port. Though the whole surrounding country was Taiping territory, we resolved to hold Shanghai for the Tartar Government, and the portion of the revenue not retained by the foreign collectors of customs to pay off the foreign indemnity could be used to help the authorities to resist the insurgents. It would appear that we purchase peace with one party at the expense of going to war with the other. At any rate, we are not attacked at Shanghai, but send out forces to places miles away, attack the Taipings, and burn, in some instances, the towns they have occupied.

It is said these Taipings commit great destruction. These accounts, however, must be exaggerated, since we find that trade even increases at the port they surround. We hear of "Taiping customs," too, so that by holding Shanghai for the Imperialists, we have the disadvantage of the produce bought paying duties to both parties. There was a great deal said at one time of the religion of these Taipings: they destroyed idols and actually published the Bible. They do so still, but have adopted all sorts of blasphemous doctrines, which have quite overlaid all the Christianity that at first appeared. Surely this is no good reason for hostilities, especially as we never attempted to guide them, even before their errors became so presumptuous. Neutrality no longer exists, for since February last we have been at war, if fighting several battles, the capture of several towns, and killing several thousands of people, may be taken as signs that a new contest in China has begun.

At present we act as allies with those Chinese troops who were so lately our enemies, and fight against the Taipings who were engaged in fighting against the Tartar Government at the same time as ourselves. For several months past our soldiers at the North have been drilling the Tartar troops, and drill-sergeants are left behind at Takoo (the place so memorable as the scene of Tartar perfidy when Admiral Hope was defeated), to drill, perhaps, the very men who were agents of the perfidy. Indeed, our troops are now withdrawn to assist the same Admiral Hope at Shanghai in his endeavours to protect the Government which he and these troops were sent out to fight against. The Chinese are famous doing things in a precisely contrary way to ourselves; but nothing they do could so surprise us as this extraordinary contrariety in the proceedings of our officials in China.

Chinese agents are in England to arrange for the assistance of a fleet of gunboats; they even name the naval captain they wish to be sent in command; his salary is fixed; and though Mr. Layard has declared that the Government have not yet come to any decision in the matter, still it is probable that the request of the Chinese Government will be granted, for the French, who are again our allies in this new war, have named the officer they have appointed to take the command of the artillery in the Chinese army. Before the arrival of the last mail from China, Mr. Layard stated that it was the intention of Government to supply the Chinese with arms and munitions of war at cost price. These matters are important, for they serve to prove that it has been a settled intention for some time past to throw off the mask of neutrality, and help the Chinese Government in earnest to put down the rebellion. Though several battles have already been fought, the *Gazette* has long kept silence regarding them; in fact, very little is known about them. This new war is a much more serious affair than is generally believed.

Our forces in China must be greatly augmented, and it is stated that at least 10,000 more troops will be required. The annexed sketch will show how much must be done before the provinces of Kiang-soo and Chekiang are cleared of the Taipings. The sketch comprises the richest parts of these provinces, and part of Nganwhui; it includes all the principal silk districts from which the best and largest quantities of silk come. It shows that our new enemies command the route into the black tea districts, and that they occupy the country where most of the green teas are grown. It likewise shows that the insurgent possess fully hundred miles of the Grand Canal, and have important positions on the Yang-tsze Kiang.

All the places named, and the area around them, with the exception only of Shanghai and Chin-keang-foo, were in possession of the Taipings up to the time when our troops at Shanghai began to make expeditions against them. And, with one exception, every place west of Shanghai, or above thirty miles distant, is still garrisoned.

The first place attacked was Minghong, a short distance up the Shanghai river; there some seven hundred of the enemy were killed in the streets, and the place was burnt after being captured. Cheepoo, about twenty miles south of Shanghai, was next in turn. Our victory there was equally decisive, and about eight hundred fell before our artillery and at the hands of our Chinese allies, who are generally so placed as to cut off the retreat and kill as many as possible of the flying foe. Some other small skirmishes have also taken place, but the greatest battle is the last. On the 28th April, about 2,000 British troops, with a detachment of French with Chinese auxiliaries, left Shanghai to attack the insurgents at Kahding, a walled town south of Shanghai. It is a place which was evidently intended to play an important part; the walls are of large circuit, and well built, but contain a very large cultivated and open space with a comparatively small extent of buildings; the houses are small and the streets narrow. Like all other cities in the neighbourhood, it is situated in a vast plain, but there is a small rising ground within the walls. A halt was made the first night at Nantsing, a long straggling village on both sides of a canal. Here a slight skirmish occurred; but on the next morning the insurgents retreated to Kahding when the allies advanced, and ten minutes sufficed to place the village in our possession. On the 30th April, the guns and stores having joined the forces close to Kahding, the plan of attack was arranged. On the morning of daybreak the attack began, and, with scarcely a casualty on our side, the city was taken by storm within an hour and a half afterwards. The enemy lost from one to two thousand killed and fifteen hundred prisoners. Fifty of the latter were picked out by the Imperialists as "rebels of the deepest dye," and were handed over to their tender mercies. A large quantity of plunder was taken, and a committee sat to distribute it among the victors.

Now, in the first place, what are we fighting for, and where will this war stop? A glance at the map will show that as yet we have only attacked outposts within easy distance of Shanghai, the base of operations. The places we have already re-captured for the Imperialists are so insignificant as not to be marked on any published map of China, and all the important places in the district some of which are naturally strong, are no doubt garrisoned by large numbers of the enemy. Besides, our troops cannot follow Chinese soldiers in a retreat with any prospect of success. It is not only the district included in the sketch that must be conquered, but every place to which the enemy is driven; nor must we forget that the whole of China to the west is more or less in the hands of insurgents. The war might be endless and only extend the devastation it would profess to check. On the other hand, is this devastation really so serious as has been alleged?

In the advance on Kahding, though some of the villages were found deserted and ruinous, "the country passed through presented a charming aspect, the land highly cultivated, and the crops in good order." Now the Taipings have held command of this district for two years. It is well known that nearly all the silk we receive from China is grown in the rebel districts. The same is the case with green teas, whilst a large part of the black teas that reach Shanghai have to pass through Taiping territory. Nearly all this territory they at present hold with opposition. But these attacks in the neighbourhood of Sanghai have led the insurgents at Ningpo—who were previously disposed to treat us with respect—now to turn against us, and though the consul there has written so bitterly against them, yet in the latest "Hong-Kong Trade Report," we find that while they have been in possession of Ningpo, a very large and lucrative business has been done with that place in rice, and all the stock in Hong-Kong had been shipped thither. There is evidently some great contradiction about the whole of this Taiping business. Even at the Royal Asiatic Society, while Sir John Bowring vilifies the insurgents in the strongest terms, Dr. Macgowan says he has still hopes of them, and that they are not worse in their cruelties than the Imperialists. It seems difficult to get at the truth on any Chinese matter. Sir Harry Parkes "depicted the Mandarins as being almost as bad as men can be," but excused them as they had to govern a "knavish people;" whereupon Mr. White, M. P., praises their honesty and trustworthiness, and another member relates that he had just met a merchant from the silk districts under Taiping rule, who gave a most favourable account of the quiet and order prevailing there. Moreover, at the very time when the British troops are fighting for the Imperialists near Shanghai, the British consul at another port cannot get the stipulations of the treaty fulfilled. "Finding," he says, "that I experienced at the hands of the Mandarins, with whom I had to negotiate, nothing but delays, difficulties, and duplicity," complaints had to be made to Mr. Bruce at Pekin.

If this new war is entered upon to support the Tartar dynasty and to suppress the rebellion, it is contrary to the general principle of non-intervention. If its object be to improve our trade, we much fear it is likely to have a contrary effect, and lead to great evils. It is our policy to keep aloof from Chinese politics, to foster trade, and to prevent bloodshed, instead of jeopardizing our commerce by desultory attacks, and by aiding the Chinese to add to that long list of victims which made us loathe the monster Yeh and the brutal murderers of the prisoners treacherously captured and tortured to death.

Our only duty in China is to protect British commerce. So long as our trade does not suffer from the Taipings, they should be left unharmed; but even if our commerce does suffer, it may be questionable policy to engage in a war with such allies as the Chinese Imperialists. The Government for which we take up arms is so weak, and our allies are so merciless, that, instead of hastening the advent of peace, the result of our interference will more probably be to encourage strife and to prolong anarchy. It is in vain that we look to Lord Palmerston or to Mr. Layard for any explanation of policy. The character of the Taipings is not the point at issue. The real question is to determine the object for which the British troops are now allowed to join the Chinese Imperialists. Is it proposed to aid them to put down the Taiping rebellion? If this be our object, then it is a violation of neutrality. If this be not our object, then our officers must have exceeded their instructions, or Lord Palmerston must be engaged in designs which he fears to avow.

IDEES NAPOLEONNES SUR LE COTON.

(From the Daily News, July 12.)

A MINISTER of Napoleon III., appealed to by two friends, one in favour of the Federalists and the other of the Confederates, is said to have replied, "I am for cotton." Imperialism may have ideas, but it cannot seriously affect to have strong political sentiments. Political sentiments are the germ of political passions and political parties, and these things are incompatible with the rule of Bonapartism. A Bourbon Prince professing to honour the representative system may consistently take a side in the controversy which rends the American Commonwealth, and draw a volunteer sword in its behalf. But there would be something palpably absurd in the present occupant of the throne of France, or his partisans, affecting sympathy with Republicanism in danger on the western side of the Atlantic. Material interests, not political rights, are the ends of the Second Empire. Unionism and Secession are all one to it, indifferent and equal in its sight. Whichever is more likely to end in triumph to subserve the immediate profit and gain of France is therefore entitled to its good wishes, "We are for cotton."

So clearly was this recognised from the outset, that most people believed, and not without reason, that the French Government wished to interpose at an early stage of the quarrel, solely on the ground that European interests were compromised by the interruption of Southern industry and trade. The blockade of the coast appeared to be the cause of our not getting the usual supplies of raw cotton, and therefore we were adjured to concert measures to put an end to it, by diplomacy if possible—if not, by force. The wisdom and consistency of the cotton-lords rejected any suggestion of this kind, discerning that the blockade, though substantial and effective, was not the sole or the chief cause why cotton did not come as usual; and feeling the impossibility, even if it were so, of our interfering consistently with our own principles of right and liberty in the domestic concerns of other nations. There was, indeed, one section of the cotton-lords, before the resources of the war had been called forth in their vast extent, when such interference might have proved of sinister importance, by indefinitely prolonging the war. Through the firmness and constancy of Great Britain, this period of danger was permitted to pass, and the case is now essentially changed. The blockade has been brought to an end without European intermeddling, and nearly every source of consequence, from the frontiers of Mexico to those of Maine, acknowledges the Union flag. Yet cotton does not come; it seems, indeed, less likely to come forth for our use than ever. Considerable quantities of it have been deliberately destroyed by order of the Confederate government. To punish nations which persist in refusing to abandon their well-principled neutrality in their favour, they are ready to consign it to the flames. What better proof could we have of their incapacity for intelligent or independent rule? Rather than forgo their claim to domineer over the rest of their nation, they frantically attempted to rend the commonwealth in twain; and because France and England were not ready at their dictation send fleets and armies to their aid, they are ready to commit industrial suicide in order to punish them. What sort of reliance could be placed on men so reckless and unreasoning even where the interests and instincts of self-preservation might be supposed to have exercised over them some degree of restraint? The politicians of the South begin to look with impatience and disgust at the proceedings of those with whom they were half inclined to parley in private as reasonable pretenders to separate power.

Napoleon III. and his advisers know that if France wants a supply of cotton much, England wants it more. They have a strong conviction that there is nothing which daring speculation and versatile skill can accomplish to provide for the urgent needs of Lancashire that will not be done; and they know that under the new commercial relations subsisting between the countries, Liverpool is for them as much a market as Havre. They cannot be materially worse off than we are as regards the supply of the raw material of cotton manufacture; and do what they will they cannot be worse. But if they should way-wardly enter upon a separate course of intervention, it is quite possible, nay, it is highly probable, that the result would be to render their own condition for the next twelve months very much worse. So long as peace and amity subsist between the three great nations whose confines are washed by the Atlantic, the triple currents of international intercourse equalise in the main the price of money, of food, and of commodities in all three. Signal illustrations of the promptitude and precision of the action of this rectifying process could be furnished from the memory of all. But we cannot retain the vast advantages of this international copartnership, and attempt at the same time to clutch at the gains of a separatist and selfish policy. If the people of France, of the United States, and of the United Kingdom permanently hope to grow rich together, they must be prepared occasionally to suffer privation and loss together. And the direct and immediate addition to naval and military expenditure, which a rupture with the United States must entail on France, is sufficient to warn the most impatient of Imperialist politicians against rushing sword-in-hand in search for cotton because cotton happens to be scarce.

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